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SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1921.

Nos. 20-21, Original.

THE COMMONWEALTH OF PENNSYLVANIA, COMPLAINANT,

vs.

THE STATE OF WEST VIRGINIA.

THE STATE OF OHIO, COMPLAINANT,

vs.

THE STATE OF WEST VIRGINIA.

VOLUME II OF EXHIBITS.

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., MAY 19, 1920.

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EXHIBITS, VOLUME II.

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223 HOPE AND MFG. CO'S AGREEMENT, W. VA. EX. 1.

(Copy.)

(Original Rtd. to Gas Co.)

EXHIBIT WEST VIRGINIA No. 1. J.

Gas Purchase Agreement.

Hope Natural Gas Company & the Manufacturers Light and Heat Company.

224 This agreement, Made this 1st day of May, A. D. 1910, by and between the Hope Natural Gas Company, a corporation organized and existing under the laws of the State of West Virginia,

hereinafter called the "Hope Company," and The Manufacturers Light and Heat Company, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called the "Manufacturers Company,"

Witnesseth: the Hope Company owns or holds under leases extensive tracts of gas-producing territory in the State of West Virginia, and owns pipe lines for the transportation of gas from the wells or points where same is received from other producers to various points, and is engaged in the business of producing natural gas and purchasing the same from other producers and selling and delivering the same to companies engaged in the business of distributing natural gas, and also, through its distributing systems in the State of West Virginia, to domestic consumers, manufacturers and other consumers of natural gas in that state, and

Whereas, the Hope Company is desirous of extending its natural gas business and its markets for the sale of natuarl gas, and

Whereas, the Manufacturers Company owns substantially
225 all of the Capital Stock of the following Companies, to wit:

The Manufacturers Light & Heat Company, a corporation organized under the laws of West Virginia;
Wheeling Natural Gas Company;
Tri-State Gas Company;
The Wetzel Gas Company;
The Ohio Valley Gas Company;
New Cumberland Water & Gas Company;

and the said Manufacturers Company, and the companies aforesaid which it controls, owns systems for the distribution and sale of natural gas in the following cities and towns:

Pittsburg,
Allegheny,
Washington,
Coraopolis,
Bellevue,
Sewickley,
Rochester,
New Brighton,
Beaver,
New Castle,
Clairton,
East Liverpool,
Wellsburg,
Steubenville,
Bellaire,
Knoxville,
Wheeling,
New Martinsville,
Carnegie,
McDonald,

and a large number of other cities and towns in the States of West Virginia, Ohio and Pennsylvania, and

Whereas, the Manufacturers Company and the companies which it controls require for the supply of the domestic consumers
226 and other consumers upon the verious distributing systems which said companies own, a large and regular supply of natural gas, and

Whereas, the said companies have heretofore been obtaining the natural gas requisite for the supply of their consumers in part from gas territory leased by one or other of said Companies, and in part under contracts made from time to time with producers on or near lines of pipe owned by one or other of said Companies; but the continuance of an adequate and regular supply of gas from the sources aforesaid could be insured only by large additional investments in gas territory and large and continued expenditures in the construction of additional pipe lines, and

Whereas, contemporaneously with this agreement the Hope Company has purchased or taken over such pipe lines, gas leases and existing contracts for the purchase of gas, as in view of this agreement the said Companies desire to dispose of, and

Whereas, the Manufacturers Company deems that this agreement, together with the gas territory and contracts with other parties for the purchase of gas which are still retained by the Manufacturers Company and the Companies which it controls, will insure to said Companies an adequate, reliable and regular supply of gas for the supply of their consumers;

227 Now, therefore, in consideration of the premises and of the mutual agreements hereinafter contained, the parties hereto agree as follows:

First. From May 1st, 1910, to October 31st, 1910, both dates inclusive, the Hope Company will sell and deliver to the Manufacturers Company, and the Manufacturers Company will purchase and take from the Hope Company on each and every day at least twenty-two million five hundred thousand (22,500,000) cubic feet of natural gas. From November 1st, 1910, to April 30th, 1911, both dates inclusive, the Hope Company will sell and deliver to the Manufacturers Company, and the Manufacturers Company will purchase and take from the Hope Company on each and every day at least forty-five million (45,000,000) cubic feet of natural gas.

From May 1st, 1911, until the expiration of this contract, the Hope Company will sell and deliver to the Manufacturers Company, and the Manufacturers Company will purchase and take from the Hope Company in each year an amount of natural gas at least equal to the amount of natural gas deemed requisite to supply during such year the domestic consumers upon the distributing systems now owned by the Manufacturers Company and the companies which it controls.

Second. Not less than thirty (30) days prior to May 1st, 1911, and not less than thirty (30) days prior to May 1st in each year

during the continuance of this contract, subsequent to May
228 1st, 1911, the engineers of the parties hereto shall, if possible, agree upon the amount that will be requisite for the supply of the domestic consumers aforesaid during the year commencing on the May 1st succeeding the time of such agreement. If such agreement is reached, the amount agreed upon shall be the amount of natural gas deliverable hereunder during the year as to which such agreement is made, unless the parties hereto shall mutually agree upon a larger amount, in which case such larger amount shall be the amount deliverable hereunder during such year; in case the engineers of the parties hereto are unable to agree upon the amount that will be requisite to supply the consumers aforesaid during any year, and no agreement is made between the parties hereto as to the amount to be delivered during such year, the amount deliverable hereunder during such year shall be the amount which was found necessary to supply the consumers aforesaid during the previous year, plus six per cent (6%) of such amount.

At the time of the agreement between the parties hereto as to the amount of gas to be delivered hereunder during any year, said engineers shall, if possible, agree upon the proportion of the total amount deliverable during such year which is to be delivered during each month of such year, provided, however, that the amount to be delivered from May 1st to October 31st, inclusive, during such year, shall be at least one-half of the amount to be delivered between November
1st and April 30th, inclusive, in *in* such year; in case the en-
229 gineers of the parties are unable to agree upon the amounts to be delivered during each month of the year, the proportion of the total amount deliverable during such year, which shall be deliverable during each month of such year shall be as follows:

Month.	Per cent.
May	7½
June	4¾
July	4½
August	4½
September	4¾
October	7½
November	10½
December	12
January	12½
February	12
March	11
April	8½

The amount deliverable each month shall be delivered and taken throughout the month, approximately equal amounts being delivered and taken each day;

Provided, however, that the Manufacturers Company shall have the right to reduce or increase the amount to be delivered during any month so long as the amount delivered and taken is between

95 per cent and 105 per cent of the amount deliverable during such month, determined as hereinbefore provided, and shall have the right to increase or reduce the amount of gas to be delivered on any day of a month so long as the amount delivered and taken on the said day is between 90 per cent and 110 per cent of the average amount per day deliverable during the month, determined as
230 hereinbefore provided; it being understood that the Manufacturers Company shall take during each year the full amount deliverable during such year, determined as hereinbefore provided, and shall take each month at least 95 per cent of the amount deliverable during such month.

Third. The gas deliverable hereunder shall be delivered by the Hope Company and taken by the Manufacturers Company at measuring stations to be located at Sedalia, Doddridge County, West Virginia, and at Morgan, Marion County, West Virginia, and at or near Iuka, Tyler County, West Virginia, and at such other points as may from time to time be agreed upon between the parties hereto; the engineers of the parties hereto shall from time to time agree upon the proportion of such gas to be delivered at each of said stations; in case of the failure of the engineers so to agree, the Hope Company shall deliver the gas at each station in the proportions designated by the Manufacturers Company in so far as it can make such delivery from its current sources of supply without additional investment in pipe lines, compressing stations or transportation facilities.

It is agreed, however, that the Hope Company only undertakes to deliver at Iuka the proportion of gas deliverable and to be taken by the Manufacturers Company at the station at or near Iuka, during the term of the contract between The Freehold Oil & Gas
230½ Company, of the one part, and the Tri-State Gas Company, of the other part, bearing date the 21st day of September, 1909, the Manufacturers Company agreeing to comply with the terms of said contract.

The amount of gas furnished and delivered hereunder at each point of delivery shall be determined as follows: Readings of the Pitot tubes and pressure gauges hereinafter provided for shall be made at regular fifteen-minute intervals throughout the twenty-four hours of each day, and duplicate statements of the readings shall be mailed daily to the Hope Company and to the Manufacturers Company; from such readings of the measuring tubes the amount of natural gas furnished and delivered each month shall be computed on the basis of ten ounces pressure above atmospheric according to Boyle's Law for the measurement of gas at varying pressures. This method of measurement is hereby adopted as the basis of measurement for the purposes of this contract, and payment for gas shall be made upon the monthly statements rendered by the Hope Company to the Manufacturers Company showing the total computation of gas so measured during the month.

Such gas shall be delivered by the Hope Company at the points of delivery at a pressure of at least sixty pounds; and shall be delivered

against the varying pressures in the lines of the Manufac-
231 ers Company not exceeding 200 pounds, so far as such delivery can be made under natural pressure from the wells without resorting to artificial means of compression.

The Pitot tubes for the measurement of the gas deliverable hereunder shall be of standard type. The Hope Company will erect or cause to be erected measuring stations at the points of delivery. All apparatus and equipment to be installed and operated in said stations, and the character and efficiency thereof shall be satisfactory to both parties hereto. One-half the cost of erecting and equipping said stations shall be paid to the Hope Company by the Manufacturers Company.

Said stations, equipment and apparatus shall be operated jointly by both companies and the expense of operating and maintaining said stations after the same shall have been completed and equipped and in working order, and the expense of checking the operation and registration of the measuring apparatus shall be equally divided between the parties hereto.

Fourth. For the purposes of this agreement domestic consumers shall be deemed to include all such consumers of gas as according to the present system of accounts used by the Manufacturers Company are classed as domestic consumers.

232 Fifth. The Manufacturers Company, on or before the tenth day of each month during the continuance of this contract shall furnish to the Hope Company a statement showing the amount of gas supplied by the Manufacturers Company and by the companies which it controls, during the preceding month, to domestic consumers upon the systems now owned or controlled by said companies. Whenever practicable, the amount of natural gas supplied to any such consumers shall be measured by meters of standard type.

All meters used for measuring gas delivered to domestic consumers shall be at all times open to the inspection of the representatives of the Hope Company, and all books and records of the Manufacturers Company and of the companies which it controls, shall, likewise be open to the inspection of the representatives of the Hope Company at all reasonable times.

Sixth. The Manufacturers Company shall pay the Hope Company for all gas delivered hereunder as follows:

For all natural gas delivered from May 1st, 1910, to October 31st, 1910, inclusive.....	7½¢ per M cu. ft.
For all natural gas delivered from November 1st, 1910, to April 30th, 1911, inclusive.....	8¢ per M cu. ft.
For all natural gas delivered from May 1st, 1911, to April 30th, 1912, inclusive.....	9¢ per M cu. ft.
For all natural gas delivered from May 1st, 1912, to April 30th, 1913, inclusive.....	10¢ per M cu. ft.
233 For all natural gas delivered from May 1st, 1913, to April 30th, 1914, inclusive	11¢ per M cu. ft.

For all natural gas delivered from May 1st, 1914, to April 30th, 1915, inclusive..... 12¢ per M cu. ft.
For all natural gas delivered from May 1st, 1915, to April 30th, 1916, inclusive..... 13¢ per M cu. ft.
For all natural gas delivered from May 1st, 1916, to April 30th, 1917, inclusive..... 14¢ per M cu. ft.

and for all natural gas delivered hereunder on and after May 1st, 1917, a price equal to fifty per cent (50%) of the average price realized by the Manufacturers Company and the companies which it controls, for natural gas sold to domestic consumers; Provided, however, that the price paid to the Hope Company shall not be less than fifteen cents (15¢) per thousand cubic feet of gas delivered by the Hope Company to the Manufacturers Company; and provided, further, that in case any tax or assessment is hereafter imposed on natural gas for use in or export from the State, or on the sale or exportation from the State of natural gas, or in any other manner so as to constitute in effect a charge upon the gas delivered hereunder, the amount of such tax or assessment or charge shall be borne by the Manufacturers Company in so far as it affects or relates to or is apportionable to the natural gas deliverable hereunder; and in the event that the Hope Company is required to pay the same, the amount thereof shall be paid by the Manufacturers Company to the Hope Company in addition to the prices above stated; and provided further that in case at any time or
234 times after April 30th, 1917, general conditions affecting the cost of producing natural gas have so changed that the cost of gas to the Hope Company is materially increased, or by reason of it being necessary for the Hope Company to obtain same from greater distances, the cost of obtaining and delivering the same is materially increased, the prices hereinabove specified to be paid to the Hope Company shall be correspondingly increased, and that if the parties hereto are unable to agree as to the proper amount of such increase, the question of the proper amount thereof shall be submitted to arbitration and the prices thereafter to be paid by the Manufacturers Company shall be the prices as fixed by such agreement or arbitration.

Seventh. The obligation of the Hope Company to deliver gas hereunder shall be limited to the amount which it is currently able to supply from its own production and such current contracts as it may then have for the purchase of gas, consistently with its present or future contracts with other purchasers, provided, however, that until the present floating indebtedness of the Manufacturers Company is paid off, if it is paid off within seven years from May 1st, 1910, or if such floating indebtedness is not paid off within said seven years, then, until the expiration of said seven years, the Hope Company will supply to the Manufacturers Company under this agreement a proportion of its production of gas
235 not exceeding the domestic consumption of the Manufacturers Company and of the companies controlled by the Manufacturers Company at least equal to the proportion which the num-

ber of domestic consumers supplied by the Manufacturers Company and its subsidiary companies bears to the total number of domestic consumers on all the systems then obtaining their supply of gas from the Hope Company, including the system of the Manufacturers Company and its subsidiary companies. And that after said floating indebtedness has been paid off or said seven years have expired, the Hope Company is to have the right to supply its own domestic consumers in West Virginia, and to supply The East Ohio Gas Company and The Peoples Natural Gas Company to the extent of their requirements for domestic consumers upon the systems now owned or supplied by said companies, in preference to the Manufacturers Company, but otherwise is not to give other purchasers a preference over the Manufacturers Company. It is understood that said preference to The East Ohio Gas Company and The Peoples Natural Gas Company shall not include consumers hereafter obtained by the purchase, absorption or merger of other companies or lines, or by extraordinary extensions of the lines of said companies, but only the ordinary growth and accretions of natural gas companies in the territory now occupied by said companies.

Eighth. The Manufacturers Company will use its best efforts to develop and extend the distribution and sale of natural gas to
236 domestic consumers both on its own systems and on the systems of the companies which it controls, and to this end will make such solicitations and demonstrations as are reasonable and customary to induce the greater consumption of natural gas, and will introduce and furnish such appliances for its uses on reasonable terms; and will at all times during the continuance of this contract use every endeavor to secure domestic consumers and to build up and extend the sale of gas for domestic purposes.

Ninth. At all times during the continuance of this contract, the transportation and distribution of natural gas by the Manufacturers Company, and its transportation and distributing system, and the transportation and distribution of natural gas by each of the controlled companies, and the transportation and distributing systems of each of such companies shall be in charge of an officer appointed by the Board of Directors and subject only to the Board.

Tenth. The Manufacturers Company agrees to set aside and deposit with the Colonial Trust Company or some other trust company or financial institution to be selected by the Manufacturers Company, the sum of Two hundred thousand dollars ($200,000.00) and agrees that all of said sum shall be expended under the direction of the officer to be appointed by the Manufacturers
237 Company pursuant to the preceding paragraph hereof, in the improvement and betterment of its distributing system and the distributing systems of the companies which it controls; and until paid out for such purposes upon the order of such officer, shall remain on deposit with the Colonial Trust Company, or the selected depository; provided, however, that in case John L. Porter, George W. Crawford and John G. Pew, or a majority of them,

shall report in writing to the Manufacturers Company and to the Colonial Trust Company that a smaller amount than two hundred thousand dollars ($200,000.00) is sufficient to effect the requisite improvements and betterments in said distributing systems, the excess over the amount reported by them to be requisite for such purposes shall be at once repaid to the Manufacturers Company.

Eleventh. In case of the acquisition at any time hereafter by the Manufacturers Company or by any of the companies which it controls of an additional distributing system or of stock representing such system, and requiring an additional domestic supply, the amount of natural gas requisite for the supply of the domestic consumers on such system not obtainable from properties or under contracts appurtenant to and taken over in connection with such system, shall, at the option of the Hope Company, be added to the amount of gas to be purchased and taken hereunder; provided, however, that the
238 Hope Company shall, in case of any such system, exercise such option within sixty days after written notice from the Manufacturers Company requiring it so to do.

Twelfth. If at any time during the continuance of this contract the requirements of the Manufacturers Company and the Companies which it controls, exceed the amounts of gas deliverable by the Hope Company hereunder or obtainable by said companies under contracts which they now have with other parties for the purchase of gas, or obtainable from territories now owned or leased by them, the Manufacturers Company will purchase from the Hope Company the amount of such excess requirements so far as the Hope Company is willing to supply the same on terms as favorable to the Manufacturers Company as those on which the same can be obtained from other sources.

Thirteenth. The Hope Company undertakes and agrees that at all times during the continuance of this contract it will use all reasonable diligence in developing and extending its gas leases and properties and in obtaining gas therefrom for the purpose of fulfiling its obligations hereunder, and that it will use all reasonable diligence to drill wells and maintain its pipe lines and wells in good order and condition to supply the gas which it has herein undertaken to deliver.

Fourteenth. Where either party to this contract fails to
239 perform any obligation herein assumed by it, and such failure is due to the Acts of God, or a public enemy, strikes, riots, injunctions or other interferences through legal proceedings, breakage or accident to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, failure of gas wells in whole or in part, or to any causes not due to the fault of such party, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such party shall use due diligence to again put itself in position to carry out all the obligations, which by the terms hereof, it has assumed.

Fifteenth. The gas to be supplied by the Hope Company under this agreement shall be so supplied in the same condition as it leaves the wells except as to such changes as are incident to the usual processes of compression and pumping, or in the course of transportation.

Sixteenth. The amounts payable to the Hope Company hereunder for gas delivered hereunder in each calendar month shall be paid by the Manufacturers Company to the Hope Company on or before the twentieth day of the following month.

Seventeenth. It is mutually understood and agreed that in
240 case the Manufacturers Company shall fail to pay to the Hope Company any amounts that may be due and payable hereunder to the Hope Company within twenty (20) days after such amount becomes due and payable, or to perform the covenants of this agreement, the Hope Company shall have the right, without cancelling this contract or waiving any of its rights hereunder, after ten days' written notice to the Manufacturers Company of its intention so to do, to suspend the delivery of natural gas hereunder until all amounts due to it are paid, or at its option shall have the right to terminate this contract on thirty (30) days' notice to the Manufacturers Company without prejudice to its right to collect the amounts due it at the time of such temination for any gas previously furnished hereunder.

Eighteenth. The Manufacturers Company during the continuance of this contract, shall at all times exercuse due diligence to maintain its distributing system and the distributing systems of the companies owned and controlled by it in good order and condition. The Hope Company will likewise exercise due diligence to maintain in good order and condition its pipe line system so far as necessary for the transportation of the natural gas which it is obligated to deliver hereunder.

Nineteenth. This contract shall be binding upon the parties
241 hereto and their successors and assigns, respectively, provided, however, that in case the gas distributing system now or hereafter owned or controlled by the Manufacturers Company is substantially broken up so that substantial parts thereof are vested in different owners, the Hope Company, at its option, shall have the right to terminate this contract.

Twentieth. The Manufacturers Company represents that Schedule A hereto annexed, correctly sets out the floating indebtedness of said Company; that Schedule B hereto annexed, correctly sets out the contracts which the Manufacturers Company and the companies which it controls now have with other parties for the purchase of gas; and that Schedule C hereto annexed, correctly sets out the leases of gas territory held by the said companies.

Twenty-first. This contract, unless sooner terminated pursuant to the provisions herein contained or in consequence of the default of either party and the election of the other to treat it as abrogated, shall continue for twenty years from the date hereof.

In witness whereof the Hope Natural Gas Company and The Manufacturers Light & Heat Company have caused this agreement to be executed in duplicate in their respective names by their respective Presidents or Vice Presidents, and their respective corporate
242 seals to be hereto affixed and attested by their respective Secretaries this 27th day of June, A. D. 1911, as of the day and year first above written.

[CORPORATE SEAL.] HOPE NATURAL GAS COMPANY,
By JOHN G. PEW,
Vice President.

Attest:

CHRISTY PAYNE,
Secretary.

[CORPORATE SEAL.] THE MANUFACTURERS LIGHT & HEAT COMPANY,
By JOHN E. GILL,
President.

Attest:

H. E. SEIBERT,
Secretary.

243 SCHEDULE "A."

Floating Indebtedness, April 30th, 1910.

Bills Payable.

Colonial Trust Company	$2,036,366.60
Booth & Flinn	46,808.35
Covered by agreement with The Colonial Trust Company	$2,083,174.95
Union Deposit Bank, Steubenville	10,000.00
Coraopolis Savings & Trust Company	12,500.00
E. V. Selden	10,000.00
Colonial Trust Company	630,000.00
C. M. Crawford	18,229.05
J. H. McDermott	10,162.50
Reese & Rinehart	5,423.75
E. H. Jennings Bros. Company	40,000.00
Dresser Manufacturing Company	5,644.25
Snow Steam Pump Works	10,000.00
George W. Rowley	6,087.17
Williams & Birch	1,233.00
W. H. Seybert	2,293.00
Frank T. Burns	5,366.00
Pittsburgh Valve, Foundry and Construction Company	9,380.34

FOLDOUT(S) IS/ARE TOO LARGE TO BE FILMED

P. L. Wally	3,441.96
F. L. Black & Bros.	13,265.44
Montour Gas Company	7,800.00
Cecil Lumber Company	1,400.00
C. & G. Cooper Company	7,750.00
A. C. McGinnis	2,000.00
T. J. Burns	2,082.00
South & Sedwick	3,000.00
Snyder & Pentz	3,380.92
J. W. Moorhead	10,224.00
	$2,913,838.33

In addition to the foregoing, the reports of the Company show the following items of Floating Indebtedness:

Accounts payable	$300,913.55
Security Deposits	97,920.56
Advance Payments	5,101.54

(Here follows Schedule "B," contracts for purchase of gas, marked page 244.)

245 HOPE AND L., F. & P. CO.S' AGREEMENT, W. VA. EX. 2.

(Introduced at Page 284, Record.)

Copy of West Virginia Exhibit No. 2.

(Original Retd. to Gas Co.)

This agreement, Made and entered into this 22nd day of November, A. D. 1911, by and between Hope Natural Gas Company, a West Virginia corporation, party of the first part, and The Light, Fuel & Power Company of West Virginia, also a West Virginia corporation, party of the second part,

Witnesseth: That whereas, *that* party of the second part, being the owner of a 3 inch pipe line extending from a point near the town of Burnsville, in Salt Lick District, Braxton County, West Virginia, to the towns of Flatwoods and Sutton, with branch lines to the town of Burnsville and intermediate villages, and being the owner of franchises or rights therein to supply natural gas, desires to buy from the party of the first part the natural gas to be supplied to consumers in said towns, and

Whereas, the party of the first part, being the owner of gas leases and wells in Braxton and Lewis Counties, is willing to construct a pipe line from its wells in Lewis County to unite with the line from its wells in Braxton County to connect into the pipe line owned by the party of the second part at Burnsville in order to furnish natural gas for the requirements of the party of the second part;

Now therefore in consideration of the premises, and of the mutual covenants and agreements herein contained, to be
246 faithfully performed by each party, its successors and assigns, to the other, the parties hereto, the party of the first part hereinafter called the "Selling Company" and the party of the second part the "Buying Company," have agreed, and do hereby mutually agree as follows:

First. The selling company undertakes and agrees during the continuance of this contract and beginning on the 1st day of December
F. W. B. C. P. [November],* 1911 to sell and deliver to the buying company and the buying company undertakes and agrees to purchase and take from the selling company all of the natural gas required by the buying company for the supply of all the consumers purchasing gas directly from the buying company which it now has or may hereafter acquire in the cities, towns and villages now furnished with natural gas by the buying company, and the buying company further undertakes and agrees to purchase and take from the selling company, if the latter shall hereafter undertake and agree to sell and deliver the same to it,

[*Word enclosed in brackets erased in copy.]

all of the natural gas required by the buying company for the supply of any other company or distributing system in the general locality aforesaid under any contract now existing or hereafter made between said buying company and such other distributing company at and upon the same terms and conditions as are hereinafter set forth; providing, however, that the selling company shall not be obliged to sell and deliver, or the buying company to purchase and take,
247 gas in excess of the amounts currently required for the aforesaid purpose.

Second. The selling company agrees to construct and put into operation a pipe line extending from its gas fields in Lewis County to connect into the pipe line of the buying company at a point upon the lands of —— ——, situate near the town of Burnsville, in Salt Lake District, Braxton County, West Virginia. The work of constructing said line shall be commenced promptly upon the execution and delivery of this agreement and shall be prosecuted to completion with due diligence, so that the delivery of gas from said Lewis County field to supplement the supply from the Braxton County
not later than February 1st, 1912,
F. W. B. C. P. field, shall commence [in ample time to meet the requirements of the buying company before the cold weather begins in the fall of 1911].* The junction point of the pipe lines of the parties hereto shall be known and designated for the purposes of this contract as Burnsville Station and at that point there shall be erected a Pitot tube measuring station for the purpose of measuring the gas sold and delivered to the buying company hereunder; the said station shall be erected by the selling company, connected to the lines of each party and fully equipped, ready to be put into operation on the 1st day of
February 1912
F. W. B. C. P. [November],' [1911];* the said station shall thereafter be maintained and operated by the selling company at all times with the right to employ men
248 to read or check the readings of the Pitot tubes. The reading of the Pitot tubes shall be under the joint control of the parties hereto; and shall be made at 15 minute intervals during each day of 24 hours; duplicate reports of the daily readings shall be mailed to each party.

Third. The buying company undertakes and agrees that it will pay to the selling company for the natural gas sold and delivered to it by the selling company, upon the basis of the measurements recorded by said Pitot tubes, calculated upon a pressure of 10 ounces to the square inch above 14.4 pounds atmospheric, according to Boyle's Law for the measurement of gas at varying pressures, but without allowance for temperature or barometric conditions, the following rates and prices, viz:

(*a*) For all gas sold and delivered from the 1st day of

[*Words enclosed in brackets erased in copy.]

December
F. W. B. C. P. [November],* 1911, to and including the 31st day of December, 1916, at the rate or price of ten (10¢) per thousand cubic feet.

(*b*) For all gas sold and delivered from and after January 1st, 1917, that price from month to month for each one thousand cubic feet of gas equal to fifty (50) per centum of the average price per thousand cubic feet charged from month to month, during
249 that period, by the buying company to its domestic consumers; provided, always, that during the
November
C. P. F. W. B. period from January 1st, 1917, to [October],*
30th
F. W. B. C. P. [31st],* 1920, both inclusive, the price to be paid by the buying company to the selling company shall at no time be less than twelve and one-half (12½¢) cents for each one thousand cubic feet of gas; and that during the period
December
F. W. B. C. P. from and after [November]* 1st, 1920, the price to be paid by the buying company to the selling company shall at no time be less than 15¢ for each one thousand cubic feet of gas.

Fourth. The buying company agrees to pay to the selling company at its offices in Pittsburgh, Pennsylvania, on or before the
25th
F. W. B. C. P. [15th]* day of each month for all gas sold and delivered to it in the preceding month.

Fifth. No dominion or control over the natural gas delivered under this contract shall remain in the selling company after the gas passes the point of delivery above stated, nor shall the selling company be responsible for or on account of anything that may be done, happen or arise touching said gas after its delivery; and the buying company undertakes and agrees that it will at all times and from time to time keep free, save harmless and indemnify the selling company from any and all manner of claims, suits and damages on account of any conduct, act or thing touching the said
250 gas after it has left the said point of delivery.

Sixth. The Selling company undertakes and agrees that at all times during the continuance of this contract (excepting as provided in the Ninth and Tenth paragraphs hereof) it will deliver gas into the 3 inch line of the buying company so as to maintain a pressure on said line at said Burnsville Station end thereof, of not less than 150 pounds to the square inch, such pressure, however, to be maintained only so long as the pipe line system of the buying company consists of a 3 inch line from said station to Sutton, West Virginia; if the size and capacity of said line is increased then the selling com-

[*Words enclosed in brackets erased in copy.]

pany thereafter during the continuance of this contract shall not be bound to maintain said pressure of 150 pounds at Burnsville Station but shall undertake and agree at all times thereafter to use all reasonable diligence in developing and extending its gas leases and properties and in obtaining gas therefrom, and in providing and maintaining in good order and condition compressing stations, pipe lines and other facilities in the State of West Virginia to supply the requirements of the buying company hereunder.

Seventh. It is mutually understood and agreed that if the capacity of the main line of the buying company from Burnsville to Sutton is increased, then the buying company shall keep the
251 selling company at all times fully informed of all facts tending to show the amount of natural gas which will be necessary from time to time thereafter to supply its requirements hereunder, and will, on or before the 1st day of May in each year make known to the selling company, in writing, the amount of gas which the buying company estimates will be required from time to time in the year beginning with the next succeeding November 1st; and that so long as the selling company exercises due diligence in making provision to supply, and does supply, the amount of natural gas estimated to be necessary to meet such requirements, it shall not be liable by reason of its failure to supply gas in excess of said estimated amount.

Eighth. It is mutually understood and agreed that in so far as the buying company during any period does not obtain from the selling company all the gas requisite for the supply of its consumers, it may obtain the amount of gas currently required to supplement the supply during such period from other sources.

Should the buying company at any time purchase additional plants or extend its distributing system and embrace any other cities or towns not herein mentioned the selling company shall have the right to require the buying company to include such additional cities or towns within the terms of this contract.

252 Ninth. Where either party to this contract fails to perform any obligation herein assumed by it, and such failure is due to the Acts of God, or a public enemy, strikes, riots, injunctions or other interferences through legal proceedings, breakage or accident to machinery or lines of pipes, washouts, earthquakes, storms, freezing of lines or wells, sudden or unforseen failure of gas wells, or to any causes not due to the fault of such party, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such party shall use due diligence to again put itself in position to carry out all of the obligations, which, by the terms hereof, it has assumed.

Tenth. This contract shall continue between the parties hereto for the term of twenty (20) years from the 1st day of

December
F. W. B. C. P. [November],* 1911, but the obligation of the selling company to deliver gas hereunder shall be limited to the amount which it is currently able to supply from its own production consistently with its present or future contracts with other purchasers, Provided, however, that the selling company is to have the right at any and all times to supply the domestic consumers connected to its own system in West Virginia
253 which it is supplying with gas and to The East Ohio Gas Company, The River Gas Company and The Peoples Natural Gas Company, to the extent of their requirements for domestic consumers, in preference to the buying company, but otherwise is not to give other purchasers the preference over the buying company. The selling company reserves the right to surrender, exchange, sell and dispose of any part of the gas properties now or hereafter owned or leased by it; should, however, the selling company desire to sell all of its gas properties situate in Lewis County, West Virginia, it shall do so only subject to this agreement.

Eleventh. It is mutually understood and agreed that in case the buying company shall fail to pay to the selling company any amounts that may be due and payable hereunder to the selling company within twenty (20) days after such amount becomes due and payable, or to perform the covenants of this agreement, the selling company shall have the right, without cancelling this contract or waiving any of its rights hereunder, to suspend the delivery of natural gas hereunder until all amounts due to it are paid, or, at its option, shall have the right to terminate this contract on thirty (30) days' notice to the buying company without prejudice to its right to collect the amounts due it at the time of such termina-
254 tion for any gas previously furnished hereunder.

Twelfth. This contract shall be binding upon the parties hereto and their successors and assigns, respectively, Provided, however, that in case the gas distributing system now or hereafter owned, controlled or supplied by the buying company is broken up, so that parts of the system are disconnected, or are vested in different owners, the selling company, at its option, shall have the right to terminate this contract.

In witness whereof the parties hereto have hereunto caused their corporate names to be signed by their respective Presidents or Vice Presidents, and their respective seals to be hereunto affixed by their respective Secretaries, the day and year first above written.

Executed in duplicate.

[Corporate Seal.] HOPE NATURAL GAS COMPANY,
(Sgd.) By J. W. R. CRAWFORD,
Vice President.

[*Word enclosed in brackets erased in copy.]

Attest:
(Sgd.) CHRISTY PAYNE,
Secretary.

[Corporate Seal.] THE LIGHT, FUEL AND POWER COMPANY OF WEST VIRGINIA,
(Sgd.) By JOHN C. WELWOOD,
President.

Attest:
(Sgd.) FERNANDO W. BENNER,
Assistant Secretary.

255 *Memorandum of Agreement.*

The undersigned, being the holders of all of the bonds secured by mortgage, deed of trust or otherwise, upon the properties of the Light, Fuel & Power Company of West Virginia, do hereby ratify, approve and confirm the agreement to which this is attached, between the said Light, Fuel & Power Company of West Virginia, and Hope Natural Gas Company, bearing date the — day of ——, 1911, and do for ourselves, our heirs, personal representatives and assigns, respectively covenant and agree that the lien or liens securing the payment of said bonds and interest thereon shall be subservient to the said agreement, and that any foreclosure of such lien or liens resulting in a sale of the property of said Light, Fuel & Power Company of West Virginia, or any part thereof, shall be made in such manner as to preserve and keep unimpaired the said agreement of the — day of ——, 1911.

Given under our hands and seals this — day of ——, 1911.

——— ———.
——— ———.

256 PGH. & W. VA. AND EQUITABLE CO.'S AGR. NO. 1, W. VA. EX. 3.

W. VA. EX. NO. 3. E. M.

(Introduced at Page 529, Record.)

This agreement made this 31st day of July, A. D., 1914, between the Pittsburgh and West Virginia Gas Company, a corporation of the State of West Virginia, (hereinafter called "Pittsburgh"), party of the first part, and the Equitable Gas Company, a corporation of the Commonwealth of Pennsylvania, (hereinafter called "Equitable"), party of the second part;

Whereas, Pittsburgh controls certain lands and leases situate in Lewis, Gilmer, Wetzel, Doddridge, Tyler, Marshall, Monongalia, Ritchie, Harrison, Marion, Pleasants, Braxton, Taylor, Upshur, Webster, Calhoun, Randolph and Barbour Counties, West Virginia, and now has Seven Hundred Ninety-Five (795) producing gas wells thereon; and

Whereas, Equitable desires the right to purchase from Pittsburgh for the period of thirty-four (34) years from August 1st, 1914, all or so much gas produced from its wells, now drilled, or hereafter to be drilled in the State of West Virginia, remaining after the latter supplies all the customers it now has or hereafter may have in the State of West Virginia, as Equitable may wish to buy, and Pittsburgh is willing to sell the same to Equitable,

Now, this agreement witnesseth, That in consideration of the premises, the covenants hereinafter contained, and the sum of One Dollar ($1.00) by each to the other paid, the receipt whereof is hereby acknowledged, it is agreed by and between the parties hereto as follows:

First. Pittsburgh does hereby sell to Equitable and agrees that Equitable may take, and Equitable does hereby agree to take and pay for as hereinafter set forth so much natural gas as Equitable may require over and above the gas used by it which has been produced in the States of Pennsylvania and Ohio, for the period of thirty-four (34) years from August 1st, 1914, from all of the wells now operated or hereafter operated by Pittsburgh in the State of West Virginia, remaining after Pittsburgh supplies all the customers it now has or hereafter may have in the State of West Virginia.

257 Second. The gas sold shall be delivered into the pipe lines of Equitable against the varying pressures therein, in a dry and marketable condition, at certain points on the dividing line between the States of West Virginia and Pennsylvania. The quantity thereof shall be metered or measured at certain points near said dividing line which points shall be agreed upon by the parties hereto.

Third. Equitable shall have charge of the metering or measuring of all gas sold or to be sold hereunder whenever such metering or measuring is done within the State of Pennsylvania, with the right in Pittsburgh, at all times, to have access to the meters and meter records and measuring devices, with the right to test said meters or measuring devices at all reasonable times.

Pittsburgh shall have charge of the metering or measuring of all gas sold or to be sold hereunder whenever such metering or measuring is done within the State of West Virginia, with the right in Equitable, at all times, to have access to the meters and meter records and measuring devices, with the right to test said meters or measuring devices at all reasonable times.

Fourth. Equitable agrees to pay Pittsburgh at the rate of eleven (11) cents per thousand (1000) cubic feet until February 1st, 1915, for all natural gas delivered to it under this contract, and shall, on the tenth (10th) day of each month, make payment for all gas received by it during the calendar month preceding. On February 1st, 1915 or within five (5) days thereafter, and on the first day of February or within five (5) days thereafter in each third year thereafter, either party hereto may demand a fixing of a new price and the parties hereto shall fix the price to be paid for gas for each

next succeeding three (3) years, but the price fixed at any period shall continue until another price is fixed hereunder. All gas delivered under this contract, is to be computed at a ten (10) ounce pressure basis above 14.7 pounds atmospheric pressure according to Boyle's Law for the measurement of gas at varying pressures, but without allowance either for temperature or barometric conditions.

258-259

Fifth. Pittsburgh agrees that it will use due diligence in developing its Leases and further agrees to use its best efforts to maintain or increase its present production.

Sixth. Pittsburgh shall have entire charge of turning gas into the lines of Equitable, but such gas shall be delivered according to the directions of Equitable and Equitable shall be required to take the gas hereby purchased by it only in such volumes and at such periods of time as it may deem necessary and proper.

Seventh. In case of any dispute arising hereunder the same shall be referred to the President of the Philadelphia Company, a corporation of the Commonwealth of Pennsylvania, whose decision thereon shall be final and conclusive.

Eighth. This agreement shall extend to and be binding upon the parties hereto, their respective successors and assigns.

Witness the due execution and delivery hereof the day and year aforesaid.

[Seal of Pittsburgh and West Virginia Gas Company.]

PITTSBURGH AND WEST VIRGINIA GAS COMPANY,
By J. F. GUFFY,
President.

Attest:
W. B. CARSON,
Secretary.

[Seal of Equitable Gas Company of Pittsburgh, Pa., Incorporated ——.]

EQUITABLE GAS COMPANY,
By J. H. PEW,
President.

Attest:
W. B. CARSON,
Secretary.

A true copy.
E. W. WASHABAUGH,
Asst. Secretary.

Mar. 4, 1920.

260 PGH. & W. VA. AND EQUITABLE COS.' AGR. NO. 2, W. VA. EX. 4.

W. VA. EX. NO. 4. E. M.

(Introducing at Page 529, Record.)

Agreement, made this 3rd day of May, A. D. 1916, between the Pittsburgh and West Virginia Gas Company, a corporation of the State of West Virginia, hereinafter called "Pittsburgh," party of the first part, and the Equitable Gas Company, a corporation of the State of Pennsylvania, hereinafter called "Equitable," party of the second part.

Whereas, by an agreement dated July 31st, 1914, between the parties hereto, Pittsburgh agreed to sell to Equitable, under certain conditions, a supply of natural gas at the rate of eleven (11) cents per thousand cubic feet, from August 1st, 1914 to February 1st, 1915, and at a price to be agreed upon thereafter;

And whereas, Pittsburgh, from August 1st, 1914 to December 31st, 1914, inclusive, sold gas to Equitable at the rate of eleven cents per thousand cubic feet, and on or about December 31st, 1914, by virtue of an oral agreement between the parties hereto, the rate was changed to five cents per thousand cubic feet, and Pittsburgh sold gas to Equitable at that rate from January 1st, 1915 to January 31st, 1916, inclusive, and on or about January 31st, 1916, by virtue of an oral agreement between the parties hereto, the rate was changed to seven and one-half cents per thousand cubic feet, to continue during the year 1916, and Pittsburgh has sold gas to Equitable at that rate from February 1st, 1916 to date;

And whereas, it is the desire of the parties hereto that the aforesaid oral agreements be ratified and reduced to writing:

Now, Therefore, This Agreement Witnesseth, that in consideration of the premises, and the sum of one dollar, by each of the parties to the other in hand paid, receipt of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1st. The oral agreements between the parties hereto, whereby the rate for natural gas delivered by Pittsburgh to Equitable from January 1st, 1915 to February 1st, 1916 was fixed at five
261 cents per thousand cubic feet, and the rate for natural gas delivered from February 1st, 1916 to date was fixed at seven and one-half cents per thousand cubic feet, are hereby ratified and confirmed.

2nd. The rate of seven and one-half cents per thousand cubic feet is to continue during the calendar year 1916.

3rd. Hereafter the parties hereto shall fix the rate to be paid for gas delivered under the aforesaid agreement during the month of December of each year, and the rate so fixed shall continue in force during the following calendar year.

4th. Except as herein modified, all the terms and conditions of the agreement between the parties hereto, dated July 31st, 1914, shall be and remain in full force and effect.

5th. All the terms and conditions of this agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

In Witness Whereof, the said Pittsburgh and West Virginia Gas Company and the Equitable Gas Company have caused their respective corporate seals to be hereto affixed, and duly attested, the day and year first above written.

PITTSBURGH AND WEST VIRGINIA GAS COMPANY,
By J. F. GUFFY,
President.

Attest:
W. B. CARSON,
Secretary.

EQUITABLE GAS COMPANY,
By J. H. PEW,
President.

Attest:
W. B. CARSON,
Secretary.

I hereby certify that this is a true copy of the original agreement.
J. L. FOSTER,
Assistant Secretary.

262 [Endorsed:] Phila Co. File No. 585.

263 PGH. & W. VA. AND EQUITABLE COS.' AGR. No. 3, W. VA. EX. 5.

W. VA. EX. No. 5. E. M.

(Introduced at Page 529, Record.)

Article of Agreement, made and concluded this 1st day of October, 1917, by and between the Pittsburgh and West Virginia Gas Company, a corporation of the State of West Virginia, hereinafter called "Pittsburgh," and the Equitable Gas Company, a corporation of the State of Pennsylvania, hereinafter called "Equitable:"

Whereas, by an agreement dated July 31st, 1914, between the Parties hereto, Pittsburgh agreed to sell natural gas to Equitable at the rate of 11¢ per 1,000 cubic feet, and

Whereas, by the terms of a supplemental agreement dated May 3rd, 1916, the rate which Equitable was to pay for gas received from

Pittsburgh was fixed at 7½¢ per 1,000 cubic feet, which said rate is still in effect, and

Whereas, because of the greatly increased cost of said gas, the parties hereto are desirous of fixing a more equitable rate of payment for gas delivered by Pittsburgh to Equitable:

Now, Therefore, This Agreement Witnesseth that the parties hereto, for and in consideration of the sum of one dollar, by each of the parties to the other in hand paid, agree each with the other as follows, to wit:

1st. Beginning on the date hereof, Equitable agrees to pay to Pittsburgh at the rate of fifteen (15) cents per 1,000 cubic feet for all gas delivered to it under the terms of the aforesaid agreement of July 31st, 1914.

2nd. The said rate of payment shall continue in force until modified by an agreement in writing between the parties hereto.

3rd. Except as herein modified, all the terms and conditions of the said agreement of July 31st, 1914 shall be and remain in full force and effect.

4th. All the terms and conditions of this within agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

264 In Witness Whereof, the parties hereto have caused their respective corporate seals to be hereto affixed, and duly attested, the day and year first above written.

[Seal of Pittsburgh and West Virginia Gas Company.]

PITTSBURGH AND WEST VIRGINIA GAS COMPANY,
By J. F. GUFFY,
President.

Attest:
W. B. CARSON,
Secretary.

[Seal of Equitable Gas Company of Pittsburgh, Pa., Incorporated ——.]

EQUITABLE GAS COMPANY,
By J. H. PEW,
President.

Attest:
W. B. CARSON,
Secretary.

A true copy.

J. L. FOSTER,
Asst. Secretary.

Nov. 21, 1917.

265 PGH. & W. VA. AND EQUITABLE COS.' AGR. NO. 4, W. VA. EX. 6.

W. VA. EX. 6. E. M.

(Introduced at Page 529, Record.)

Article of Agreement, made and concluded this 6th day of June, A. D. 1918, by and between the Pittsburgh & West Virginia Gas Company, a corporation of the State of West Virginia, hereinafter called "West Virginia," and the Equitable Gas Company, a corporation of the State of Pennsylvania, hereinafter called "Equitable:"

Whereas, by agreement dated July 31st, 1914, between the parties hereto, West Virginia agreed to sell to Equitable natural gas in large quantities, the price for which, by various supplemental agreements, has been changed from time to time to meet market conditions and the cost of service, and

Whereas, on account of the increased cost of production and service, West Virginia is desirous of raising the price to be paid for gas delivered under the said contract and has requested Equitable to agree thereto, and the parties hereto have agreed to an advance in price, to be effective until it has been demonstrated that a greater or less price would be fair:

Now, Therefore, This Agreement Witnesseth that the parties hereto, in consideration of the sum of one dollar, by each to the other in hand this day paid, the receipt of which is hereby acknowledged, agree each with the other as follows, to wit:

1st. Equitable agrees to pay West Virginia at the rate of twenty-one (21) cents per 1,000 cubic feet for all gas delivered to it on and after September 1st, 1918, under the said contract of July 31st, 1914.

2nd. The said rate of payment shall continue in force until modified by the parties hereto, by an agreement in writing.

3rd. Equitable shall have the privilege, if it so desires, from time to time, of paying its monthly bills by trade acceptances running sixty days, and thereupon one per cent shall be added to the invoice price in lieu of interest.

4th. Except as herein modified, all the terms and conditions of the agreement or contract of July 31st, 1914 shall be and remain in full force and effect.

266 & 267 5th. All the terms and conditions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have caused their respective corporate seals to be hereto affixed, and duly attested, the day and year first above written.

[SEAL.] PITTSBURGH & WEST VIRGINIA GAS COMPANY,
By CARROLL MILLER,
Vice President.

Attest:
W. B. CARSON,
Secretary.

[SEAL.] EQUITABLE GAS COMPANY,
By J. H. PEW,
President.

Attest:
W. B. CARSON,
Secretary.

A true copy.

E. W. WASHABAUGH,
Asst. Secretary.

July 8th, 1918.

(Here follow reproductions of West Virginia Exhibits 7-32, inclusive, marked pages 268-450, inclusive.)

FORM 56-E. P. S. C. W. VA. Monthly Prod. Report to P. S. Com. W. Va. Ex. 7

MONTHLY REPORT OF GAS PRODUCTION OF THE

_____

(NAME OF UTILITY AND PLACE OF BUSINESS)

TO THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA:

FOR THE MONTH OF _____

GAS CONSUMED	ACTIVE INDUSTRIAL CONSUMERS	ACTIVE DOMESTIC CONSUMERS	TOTAL METERS IN USE	NO. OF THOUSAND CU. FT. GAS	TOTAL
1. Cities and towns					
2. Field and Main Lines					

3. SOLD TO OTHER UTILITIES	LOCATION OF MEASURING STATION	KIND AND SIZE OF METERS		
Gas Exported to other States				
Total Gas Sold, Distributed and Exported				

4. GAS PURCHASED	NO. OF WELLS USED	MEASURING STATION NUMBER	KIND AND SIZE OF METEHS		
Gas Imported from other States					
Total Gas Purchased from Producers, Utilities and Imported					

5. GAS PRODUCED BY UTILITY	NO. OF WELLS USED			
In West Virginia				
Total Gas Produced, Purchased and Imported				

(Show the amount of gas in THOUSAND cubic feet— not cubic feet.)

No. 57-E, P.S.C. W.Va.

Monthly Trans. Rep. to P. Ser. Com. W.Va. Ex. 8.

_____
(Name of Company)

_____
(Address)

REPORT OF TRANSPORTATION INTO AND OUT OF THE STATE OF WEST VIRGINIA DURING THE MONTH OF _____ 192_.

To THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Gas Transported Out of the State

Line Number	Diameter of Pipe	Location of Measuring Station	Kind & Size of Meters	Number of M Cubic Ft. of Gas	TOTAL
Total Gas Transported Out of the State					

Gas Transported Into the State

Line Number	Diameter of Pipe	Location of Measuring Station	Kind & Size of Meters	Number of M Cubic Ft. of Gas	TOTAL
Total Gas Transported Into the State					

Hope Report Bd. Pub. Wks., W. Va. Ex. 9

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the Hope Natural Gas Company.

1. Name of company making this report Hope Natural Gas Company
2. Nature of company, whether person or persons, association or corporation Corporation
3. Organized under the laws of what state West Virginia
4. Location of Principal Office 424 Sixth Avenue, Pittsburgh, Pa.
5. Location of Principal Place of Business in West Virginia Clarksburg, W. Va.
6. Name of President and his address in full A. C. Bedford 26 Broadway, New York.
7. Name of Secretary and his address in full Christy Payne 424 Sixth Avenue, Pittsburgh, Pa.
8. Name of General Manager and his address in full T. O. Sullivan 424 Sixth Avenue, Pittsburgh, Pa.
9. Name of Chief Officer or Managing Agent in W. Va., and his address in full J. L. Evans, General Sup't Clarksburg, W. Va.
10. Name of Tax Agent and his address in full Christy Payne 424 Sixth Avenue, Pittsburgh, Pa.
11. Name and full address of officer to whom correspondence regarding this report should be addressed

Christy Payne,	Secretary	424 Sixth Ave., Pittsburgh, Pa
(Name)	*(Title)*	*(Address)*

12. Date of annual meeting of stockholders Second Tuesday in June
13. The books of the company are closed for the year on what date December 31st.
14. If a consolidated company, name the constituent companies No.

REMARKS.

Number of pages of your report. This is
PAGE 1.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED

Form No. 2-U

Public Utility.

A part of the report of Hope Natural Gas Company.

What is the amount of the authorized capital stock?	$ 20,000,000.00
How much of the capital stock has been issued?	$ 20,000,000.00
How many shares of common stock issued?	$ 200,000.00
How many shares of preferred stock issued?	$
What is the par value, per share, of the common stock?	$ 100.00
What is the par value, per share, of the preferred stock?	$
What is the market value, per share, of the common stock	$
What is the market value, per share, of the preferred stock?	$
If stock is not on the market, at what is it valued per share? Book Value	$ 167.62
How much of the stock was paid for in cash?	$ 12,000,000.00

What was the consideration for stock issued, but not paid for in cash? $2,000,000.00 for Stock in other Companies, and $6,000,000.00 Stock Dividends

If any part of the stock was not paid for in cash, was the consideration equivalent to cash? Yes

How much bonus stock, if any, was issued? None $

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
	None			
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Current Bills, Etc.				1,649,421.57
Totals				

Accounts receivable, December 31, 1912 $ 3,648,656.19

This company began business or was acquired by the present owners or operators Incorporated (month) September (day) 17th (year) 1898

Investment. (By present owners.)

Stock issued (money value)	$ 12,000,000.00	
Amount realized from sale of bonds	$	
Earnings put into plant	$ 24,572,726.62	
	$	
Total investment or cost (entire plant)		$ 36,572,726.62
What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds?		$ 36,572,726.62
What would be the approximate cost of reproducing the entire plant new?		Impossible to answer on account
What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia?		of leaseholds owned $
What is the total value of the entire plant, as shown by the books of the Company?		$ 24,921,950.30
What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company?		$ 24,921,950.30

*Note for Foot of Page #2

In as much as stock owned in a West Virginia Company, whose property is already assessed in that State, is not subject to taxation, we have deducted for assessment purposes from the above answers such stock to a value of $2,887,510.00, and for stock owned in a corporation whose property is located and assessed in Ohio stock to a par value of $253,500.00, also 4% - 4½% and 3-3/4% United States Liberty Loan Bonds to a par value of $719,350.00.

Hope Report Bd. Pub. Wks., W. Va. Ex. 9

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of Hope Natural Company.

What were the total gross earnings (including all sums earned or charged ,whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, 1919 in all States? $ 20,051,118.31

in West Virginia $ 20,051,118.31

How much of the gross earnings resulted from business actually done in West Virginia? $ 20,051,118.31

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $ 20,051,118.31

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states? —

What were the total operating and maintenance expenses including interest and taxes in all states? $ 16,700,423.00

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $ 16,700,423.00

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states? —

What were the net earnings in West Virginia for the year ending December 31, ? $ 3,350,695.31*

What were the total net earnings, in all states, for the year ending December 31, ? $ 3,350,695.31?

What dividends were declared during the year on common stock? ____ per cent; amount $ None

What dividends were declared during the year on preferred stock? ____ per cent; amount $ "

When were the dividends declared on common stock? ____ Preferred Stock? $ —

Interest paid on Funded Debt during the year $

Interest paid on Unfunded Debt during the year $ 17,695.50

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a diviation occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS. *See note on next page

*Note for Foot of Page #3.

The Company suffered a decline of 12.14% in the Rock Pressure of its gas fields during the year 1919, and has deducted from Earnings a Depletion of $2,660,619.39 in its return for Federal Income, and Excess Profit Taxes. This depletion is not deducted from the earnings on Page 3 of this return; nor has any account been taken of depletion in any of the statements rendered herein. On Page 4½ the amount of this depreciation is shown to be $1,686,767.92 for the year 1919. This depreciation is applied only to tangible property such as pipe lines and Compressing Stations and not to Leaseholds; and is at conservative rates, for instance:- On Field and Main Lines 5%, on City Plants 3% and somewhat higher rates on automobiles, teaming investment and such property subject to rapid deterioration.

Wish to note also the additions to Investment as shown on Page 5, $1,894,743.85, and that in spite of such expenditures the amount of gas which the Company was able to produce, purchase and sell, was greatly below 1918 deliveries. The Plant was actually worth less as a Gas Plant at the end of the year than at the beginning, the decline in the supply more than overcoming all the money reinvested. The exhaustion of Gas is constantly lessening the value of the tangible investment beyond mere wear and tear, and in spite of maintenance expenditures, it is not possible to avoid depreciation due to either of these causes.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the Hope Natural Gas Company.

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 60,631.84	$
Salaries and Expenses of General Office Employees	324,359.41	
Miscellaneous Expenses of General Office (Office Supplies, Etc.)	29,462.40	
Leagl Expenses		
Sick and Disability	78,659.74	
Prospecting and Lease Expenses:		
Salaries	56,295.12	
Purchase of Leases	—	
Rental of Leases	836,787.74	
Drilling unproductive Wells, Labor & Casing	1,782,319.18	
Production Expenses:		
Superintendent and Salaries	65,573.18	
Royalties	883,572.14	
Operating Gas Wells & Field Lines	926,267.85	
Operating Oil Wells	921,875.16	
Repairs to Gas Wells & Field Lines	1,971,442.74	
Repairs to Oil Wells	—	
Transportation Expenses:		
Superintendence and Salaries	3,414.45	
Operating Transportation Lines	56,407.00	
Operating Pump Stations	1,069,779.77	
Operating Pressure Stations	120,237.11	
Repairs of Transportation Lines	151,356.19	
Repairs of Pumping Station Equipment	617,199.85	
Carried Forward to Form No. 3 U.—A.—Continued	10,055,840.85	

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of Hope Natural Company.

Brought forward from Form No. 3 U.—A.	$ 10,055,640.85	$
Taxes:		
License or Charter Taxes	7,690.00	
General Property Taxes	537,789.20	
Federal Excess Profits Tax	160,940.98	
Federal Income Tax		
Other Federal Taxes Capital Stock	47,656.00	
Miscellaneous Taxes (License Fee Public Service Comm	5,365.00	
(Special Excise Tax	19,999.21	
Interest and Discount: (War Taxes	8,508.14	
On Bonds and other Funded Debt		
On Unfunded Debt	17,695.80	
Gas Purchased	1,939,975.45	
Miscellaneous Expense which can not be set out under the above headings:		
(Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.)		
(Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
City Plant Expense	109,541.70	
Telephone & Telegraph Lines	20,758.75	
Cancelled & Surrendered Leases	152,496.90	
Tools and Supplies	20,342.69	
Teams Maintaining	372,440.16	
Drilling and Cleaning Out Tools	1,561,196.10	
Gasoline	1,145,742.34	
Gasoline Royalties	9,207.29	
Coal and Butane	94,507.19	
Insurance	45,136.56	
Annual Dues	5,500.00	
Miscellaneous	42,528.65	
Profit & Loss Suspense Accts.	341,196.00	
Totals	16,709,423.00	

What amount, if any, should be charged off for depreciation? $ $ 1,588,767.92

What is considered a fair rate of depreciation? See Note Page 3½

What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?

See Note Page 3½

Form No. 4—U

Public Utility

A part of the report of Hope Natural Gas Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA. ALL	
	Dollars	Cts.	Dollars	Cts.
New Pipe Lines and Fittings	945,330.06			
" " " L.P. & F. Rights of Way	4,557.84			
Pipe and Equipment in Wells	326,126.96			
Buildings	1,392.09			
Telephone & Telegraph Lines	1,400.19			
Gas Compressing Stations	532,621.03			
Measuring Stations	11,159.28			
Leaseholds	73,612.28			
Natural Gas Meters	36,747.47			
Miscellaneous	6,879.14			
Oil Properties	454,557.30			
Drilling & Cleaning Out Tools	228,764.25			
Teaming	37,492.41			
Gasoline	507,204.03			
Coal	257,256.22			
West Union Plant	48.24			
Producer Gas Plant	413,841.71			
Butane	3,887.51			
Total	1,894,743.85			

Form No. 5.

Gas and Oil:

A part of the report of Hope Natural Gas Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
2	817.485	None	14.18
3	416.860		10.45
4	360.387		9.75
4½	2.129		20.00
4½	.320		20.00
4-7/8	7.969		14.94
5	11.448		12.97
5-3/16	14.395		6.29
5-5/8	5.383		17.47
6	652.727		7.09
6¼	4.033		16.66
6-5/8	78.598		5.10
8	143.785		7.76
8¼	9.482		6.24
10	386.624		8.27
12	116.653		9.41
13	.304		10.35
14	8.476		9.11
16	101.914		8.56
18	74.073		13.51
20	62.494		7.44
24	.009		1.00
36	.030		1.00

TOTAL MILAGE. 3,276.428

Form No. 6

Gas and Oil

A part of the report of Hope Natural Gas, Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?	
Total in all states	690,093.993
In West Virginia	690,093.993
How many acres of developed gas leases?	
Total in all states	326,419.79
In West Virginia	326,419.79
How many producing gas wells were owned at the beginning of the year?	
Total in all states	3,357
In West Virginia	3,357
How many producing gas wells were drilled during the year?	
Total in all states	154½
In West Virginia	154½
How many "dry" wells were drilled during the year?	
Total in all states	36
In West Virginia	36
How many gas wells were purchased during the year?	
Total in all states Purchased and Transferred from Oil	20
In West Virginia	20
How many gas wells were abandoned during the year?	
Total in all states	154½
In West Virginia	154½
How many gas wells were sold during the year?	
Total in all states Sold and Transferred from Gas to Oil	29
In West Virginia	29
How many producing gas wells were owned at the end of the year?	
Total in all states	3348
In West Virginia	3348
How many gas wells were in use at the end of the year?	
Total in all states	Don't know
In West Virginia	"
What was the average rock pressure for the year of the gas wells owned?	
Total in all states	"
In West Virginia	"
What was the total daily capacity at the end of the year of the gas wells owned?	
Total in all states	"
In West Virginia	"
What was the total average daily delivery of gas, from wells owned, for the year?	
Total in all states Average per well per day	38,704 cu.ft.
129,594,636 ÷ 3348	
In West Virginia " "	38,704 cu.ft.

Form No. 6—A.

Gas and Oil

A part of the report of Hope Natural Gas Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states — Free Gas to Lessors — 1,750

Industrial — 795

Domestic — 17,326

In west Virginia — Free — 1,750

Industrial — 795

Domestic — 17,326

To what cities and towns is gas supplied? Parkersburg, Sistersville, Mannington, Williamstown, Friendly, St. Marys, Pine Grove, Smithfield, Littleton, Fairview & Others.

To what gas companies, if any, is gas sold? See below

How many cubic feet of gas were sold during the year?

Total number in all states — 67,245,432,000

To other gas companies

Name of company Clarksburg Lts & Ht Co., Light Fuel & Power Co., Kenner Oil & Gas Co., Comet Oil & Gas Co., East Ohio Gas Co, Peoples Nat'l Gas Co., The River Gas Co., Manufacturers Lts & Ht Co., Fayette County Gas Co., Reserve Gas Co. West Va. Heat & Light Co., Monongahela Valley Traction Co., Godfrey L. Cabot,

Other Companies — 55,203,791 M cu. ft

To industrial consumers — 10,228,825 "

To domestic consumers — 2,512,816 "

In West Virginia

To other gas companies

Name of company

Other Companies — 55,203,791 M cu. ft

To industrial consumers — 10,228,825 "

To domestic consumers — 2,512,816 "

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states — .1865 cents.

To other gas companies

Name of company — "

Same as above — "

"

"

"

Other companies — .1870 "

To industrial consumers — .1754 "

To domestic consumers — .2206 "

In West Virginia — "

To other gas companies

Name of company — "

Same as above — "

"

"

"

Other Companies — .1870 "

To industrial consumers — .1754 "

To domestic consumers — .2206 "

Form No. 6—B.

Gas and Oil

A part of the report of Hope Natural Gas Company.

If this company purchases gas, from whom or what company or companies does it purchase?

See List Attached

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states	
From other gas companies.	
Name of Companies.	
See List Attached	
From all other sources	20,447,040,000
Total in West Virginia	20,447,040,000
From other gas companies.	
Name of Companies.	
See List Attached	
From all other sources	20,144,183,000

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states	.0940 cents
To other gas companies.	
Name of Companies.	
	"
See List Attached	"
	"
	"
To other persons or individuals	.0940 "
In West Virginia	"
To other gas companies.	
Name of Companies.	
	"
See List Attached	"
	"
	"
To other persons or individuals	.0940 "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
1	20		
2	18	33,570,565 M	Ohio
2	10		
2	16	8,094,124 M	Penna.
1	12		

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
None	None	None	None

Does this company pipe gas through its lines for other persons or companies? No

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? Sites for Compressing Station, Storage Lots, Warehouse Lots, etc.

West Virginia 1920

COMPANIES AND INDIVIDUALS FROM WHOM GAS WAS PURCHASED

Adlia Oil Company
American Oil & Dev. Co.,
Ann. Pet. & Nat. Gas Corpn.,
Anderson and Company,
C. A. Barron et al,
Beacon O. & G. Prodn. Corpn.,
Louis Bennett Estate,
Betts & Braden Company
Blacksburg O. & G. Co.
H. P. Boone O. & G. Co.
G. I. Bunnell et al,
Chas. P. Butler,
Cabin Run & Lynn Camp O. & G. Co.
Godfrey L. Cabot
Carnegie Nat. Gas Co.,
Carr & Bowser,
Carter Oil Company,
Champion O. & G. Co.
Clarksburg & Morgantown O. & G. Co.
R. J. & A. B. Collins,
Comet Oil & Gas Co.,
Commonwealth Petroleum Co.,
Conservative O. & G. Co.,
Continental O. & G. Co.,
C. E. Crislip,
Crude Oil Company,
J. J. Cummings et.al,
Thos. J. Davis
E. S. Deison et al,
Demo Oil & Gas Co.,
Determan & Gum,
Eagle District Gas Co.,
Eastern Petroleum Co.,
Edwards & Edmiston,
Empire Gas Co.,
K. C. Farrow,
Jake Fisher,
W. H. Fisher et al,
Ira Fittro et al,
G. & G. Oil Co.,
Nathan Goff,
Greenwood Oil Co.
W. Dexter Gribble,
Ira Haught,
Hays & Satterfield,
Henaghan & Hanlon,
High Grade Oil Co.,
Home Gas Co.,
Horner & Schaffner,
Jackson Oil Co.
Johnson Oil Co.
M. H. King et al
A. E. Lamp et al,
Liberty Oil & Gas Co.,
J. T. Locke et al,
D. C. Loughery,
R. T R. T. Lowndes,
Maxwell & Jarvis,
J. H. McDermott Oil Co.,
H. E. McGinnis et al,
McKinley & Fisher,
W. H. Meservie et al,
Middle Is. O. & G. Co.
Mill Fork O. & G. Co.
Mineral Springs Oil Co.
R. S. Monroe,
A. B. Moore,
Myers Stone Oil Co.
Nay & Kinzer
Neal Oil & Gas Co.
Nina Oil & Gas Co.
Wm. S. O'Brien, Trustee,
Ohio Valley O. & G. Co.
T. J. Parrish
Peoples Natural Gas Co.
Piel & Strohmeyer,
Phila. Co. of W. Va.
Pgh. & W. Va. Gas Co.
Producers Gas Co.,
Purinton Oil Co.
Randolph & Lowther,
Reserve Gas Company,
Richter Oil Co.
R. T. Rinehart,
Riverside Eastern O. Co.,
Ruth, Stout & Strong,
Salem Fork O. & G. Co.
Schaffner Brothers,
Shinns Run O. & G. Co.
Simpson Creek O. & G. Co.
South Penn Oil Co.,
Steel & Allman O. & G. Co.
Morton Stein, Trustee,
Stony Run O. & G. Co.
Strother Bros. & Ward,
H. L. Strother et al,
W. L. Strothers et al,
Two Mile Oil Company,
The Oil & Gas Co.
Wellington Thomas,
T. P. Townsell et al,
United Fuel Gas Co.,
Vesper Gas Co.,
Victoria Oil Co.
H. B. Walker, Trustee,
J. B. Westfall & P. E. Pritchard,
S. M. Whan,
Clark White,
W. W. Wilson et al,
Wiser Oil Co.

Form No. 7

Gas and Oil

A part of the report of Hope Natural Gas Company.

How many acres of undeveloped oil leases are controlled by the company making this report?

Total — Don't know

In West Virginia — "

How many acres of developed oil leases?

Total — 12,355.94

In West Virginia — 12,355.94

How many producing oil wells were owned at the beginning of the year?

Total — 325

In West Virginia — 323

How many producing oil wells were drilled during the year? Drilled 62
Purchased 1½

Total — 105½

Transferred from G. to Oil 42

In West Virginia — 105½

How many oil wells were abandoned during the year? Abandoned 3
Sold 8½

Total — 19½

Transferred from Oil to Gas 11

In West Virginia — 19½

How many producing oil wells were owned at the end of the year?

Total — 409

In West Virginia — 409

What was the total average daily production of oil for last year?

Total — 782.30

In West Virginia — 782.30

What was the total average daily production of oil for this year?

Total — 840.06

In West Virginia — 840.06

What was the total production of oil for the month of December, this year?

Total — 23,794.77

In West Virginia — 23,794.77

What was the total production of oil for the year?

Total — 306,620.14

In West Virginia — 306,620.14

What was the average price per barrel received for oil sold during the year?

Total — 4.24

In West Virginia — 4.24

If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?

Total — No

In West Virginia — "

What was the total number of barrels of oil transported through the pipe lines of this company for the year?

Total — No 9

In West Virginia — "

What does this company charge for transporting oil through its pipe lines? — "

Form No. 8—U.

Public Utility

A part of the report of Hope Natural Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-136.
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Assessed by Bd. of Pub. Works
BARBOUR COUNTY					
Elk	13,900.13	6	11.87	$ 51,430.29	$ 41,330.00
Philippi	6,197.50	-	-	2,788.88	2,789.00
Pleasants	25,586.25	-	-	11,513.80	11,514.00
Union	18,744.00	-	2.45	21,360.30	21,360.00
	64,427.88	6	14.20	$ 87,092.47	$ 96,993.00
BRAXTON COUNTY					
Birch	18,978.25	-	1.36	26,221.45	26,221.00
Otter	7,951.50	-	-	7,156.35	7,156.00
Town of Burnsville	-	-	-	7,953.04	7,953.00
Salk Lick	15,523.00	40	29.85	243,395.26	309,395.00
	42,452.75	40	31.21	$284,726.10	$350,725.00
BROOKE COUNTY					
Town of Colliers	5.00	-	2.01	$ 5,662.67	$ 5,663.00
Cross Creek	1,842.00	9	9.51	36,065.35	57,515.00
	1,847.00	9	11.52	$ 41,728.02	$ 63,178.00
CALHOUN COUNTY					
Town of Grantsville	-	-	-	$102,799.09	$102,799.00
Center	13,297.38	10	19.67	515,579.10	533,729.00
Lee	23,949.20	1	5.35	35,282.73	38,583.00
Sheridan	13,318.75	7½	4.42	26,331.39	38,706.00
Sherman	38,090.68	22	44.24	385,982.48	431,562.00
Washington	36,271.78	19	21.44	137,356.31	173,656.00
	124,927.79	59½	97.32	$1143,331.10	$1319,055.00
CLAY COUNTY					
Buffalo	4,854.00	-	-	$ 18,719.77	$ 18,720.00
Otter	2,415.00	-	-	2,173.50	2,173.00
	7,269.00	-	-	$ 20,893.27	$ 20,893.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of Hope Natural Gas Company.

DODDRIDGE COUNTY					
Central	5,750.61	29	37.50	$357,644.97	$439,945.00
Cove	5,012.00	18	26.06	147,062.74	180,085.00
Grant	14,586.77	121	69.65	494,715.16	697,665.00
Greenbrier	8,882.06	91	64.72	571,135.58	692,236.00
Independent	-	-	-	27,636.62	27,637.00
McClelland	14,014.23	108	85.56	575,060.02	759,880.00
New Milton	10,568.00	15	11.46	132,445.42	175,345.00
South West	755.00	5	7.55	61,996.18	70,246.00
Town of West Union	-	-	4.58	38,376.92	38,377.00
West Union	6,441.26	62	50.89	420,672.20	526,372.00
	65,010.15	449	367.77	$2976,732.81	$3677,693.00
GILMER COUNTY					
Center	34,587.91	14	9.57	$ 86,012.67	$ 110,765.00
DeKalb	24,793.01	40	25.03	198,665.62	267,964.00
Town of Layopolis	-	-	1.02	308.94	309.00
Glenville	13,305.68	13	18.94	135,216.79	156,667.00
Troy	22,803.50	40½	38.08	283,132.63	376,063.00
	95,490.10	107½	93.64	$703,334.65	$ 909,586.00
KANAWHA COUNTY					
Jefferson	1.29	-	-	$ 300.00	$ 300.00
HARRISON COUNTY					
Clark	2,332.62	40	37.37	$460,754.89	$ 535,005.00
Clay	11,912.23	82	60.42	438,315.15	590,215.00
Town of Clarksburg	-	-	-	63,608.87	63,609.00
Coal	4,373.75	60	36.52	611,148.38	916,748.00
Town of Lumberport	-	-	-	93,285.90	93,286.00
Eagle	17,309192	227	116.47	938,016.96	1324,117.00
Elk	21,991.75	54	28.89	224,001.58	313,102.00
Grant	19,011.52	191	114.06	953,267.44	1276,017.00
Sardis	12,079.91	142	97.23	895,935.75	1146,736.00
Town of Bridgeport	-	-	-	43,959.88	43,960.00
Simpson	19,471.71	57	35.74	253,530.96	350,801.00
Town of Salem	-	-	-	29,187.67	29,188.00
Ten Mile	7,811.08	46	61.56	551,721.23	627,485.00
Union	14,353.19	160	105.67	1298,772.72	1619,073.00
	130,647.68	1059	693.93	$7035,707.38	$8918,360.00
LEWIS COUNTY					
Collins Settlement	13,863.67	13	20.91	$ 79,871.10	$ 101,821.00
Court House	18,630.87	134	116.35	1009,173.55	$1246,774.00
Town of Weston	-	-	-	66,350.92	66,351.00
Freemans Creek	17,672.48	148	116.45	1125,254.10	11399,154.00
Hackers Creek	24,149.51	146	91.97	894,064.71	1135,911.00
Skin Creek	17,122.00	3	10.19	58,842.03	63,592.00
	91,438.54	444	355.87	$3233,356.41	$4013,103.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of Hope Natural Gas Company.

MARION COUNTY					
Fairmont	1,707.00	6	5.21	$ 25,460.61	$ 35,361.00
Grant	4,212.00	11	5.33	32,062.23	50,212.00
Lincoln	12,737.75	154	141.14	1270,904.67	1524,006.00
City of Mannington	-	-	13.90	210,392.89	210,393.00
Mannington	9,955.17	84	130.53	499,320.04	672,570.00
Town of Fairview	-	-	5.54	88,309.29	88,309.00
Paw Paw	5,344.75	55	45.17	249,769.78	340,519.00
Union	6,036.25	-	-	3,018.12	3,018.00
Winfield	7,648.25	3	1.72	22,991.53	26,292.00
	47,639.18	312	548.34	$2402,228.16	$2950,679.00
MARSHALL COUNTY					
Clay	-	-	13.81	$ 106,971.95	$ 106,972.00
Franklin	1.43	-	26.41	235,248.07	235,248.00
Liberty	1,628.00	4	8.35	44,276.96	50,877.00
Meade	8,255.43	40	44.29	265,098.10	352,748.00
	9,884.86	44	92.86	$ 651,595.09	$ 725,845.00
MONONGALIA COUNTY					
Battelle	9,515.38	66	75.13	$ 411,455.58	$ 535,206.00
Cass	479.00	3	7.94	32,211.38	37,161.00
Clay	4,826.72	41½	54.30	277,968.42	374,425.00
Clinton	3,359.00	-	-	6,010.20	6,010.00
Grant	6,274.50	28	17.77	104,910.92	152,761.00
Morgan	3,050.00	-	-	5,490.00	5,490.00
Union	14,000.00	-	-	32,267.29	32,267.00
	41,284.55	138½	155.14	$ 870,313.71	$1143,368.00
NICHOLAS COUNTY					
Hamilton	245.00	-	-	$ 220.50	$ 221.00
PLEASANTS COUNTY					
Grant-	866.38	-	5.05	$ 7,226.24	$ 7,226.00
Jefferson	3,073.50	22	34.96	196,962.86	240,233.00
Lafayette	50.00	1	2.20	2,759.66	4,410.00
McKinley	-	-	-	141.70	142.00
Town of St. Marys	-	-	6.61	10,795.79	10,796.00
Washington	-	-	7.10	7,033.90	7,034.00
Union	54.00	-	.29	108.37	108.00
	4,843.88	23	56.21	$ 227,048.82	$ 269,949.00
RITCHIE COUNTY					
Town of Pennsboro	-	-	-	$ 211.01	$ 211.00
" " Ellenboro	-	-	-	9.12	9.00
Clay	7,224.53	36	52.49	284,347.25	363,547.00
Grant-	21,695.58	25	70.06	445,549.16	506,599.00
Murphy	37,903.70	116	123.35	921,270.57	1151,271.00
Union	23,988.50	21	26.89	283,900.34	323,500.00
	91,012.11	198	272.29	$1935,287.25	$2345,137.00
ROANE COUNTY					
Smithfield	6.00	-	-	$ 300.00	$ 300.00
Spencer	794.00	-	-	397.00	397.00
Reedy	972.00	-	-	486.00	486.00
	1,772.00	-	-	$ 1,183.00	$ 1,183.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of ~~Hope Natural Gas~~ Company.

TAYLOR COUNTY					
Booths Creek	7,261.00	10	6.76	$ 58,745.64	$ 75,244.00
Court House	1,481.60	-	-	7,090.60	7,091.00
Flemington	5,517.00	2	-	11,225.50	15,226.00
	14,259.60	12	6.76	$ 77,759.94	$ 97,561.00
TYLER COUNTY					
Centerville	7,385.50	40	29.99	$ 263,736.11	$ 331,118.00
Ellsworth	3,460.00	17	37.68	108,757.05	136,457.00
Town of Paden City	-	-	.70	4,486.11	4,486.00
" " Sistersville	-	-	12.76	25,706.80	25,787.00
Lincoln	1,056.00	4	24.27	47,269.24	53,869.00
McElroy	7,772.41	61	73.84	699,864.45	805,289.00
Meade	632.00	1	-	3,245.00	4,895.00
Town of Friendly	-	-	1.57	1,996.25	1,996.00
Union	45.00	1	4.06	3,887.27	4,987.00
	20,340.91	124	184.87	$1158,482.82	$1390,686.00
UPSHUR COUNTY					
Banks	262.00	2	8.75	$ 7,551.49	$ 10,631.00
Buckhannon	2,766.00	-	-	691.50	692.00
Meade	-	-	2.95	1,967.29	1,967.00
Warren	19,806.00	-	-	4,951.50	4,952.00
	22,834.00	2	9.68	$ 15,161.78	$ 18,462.00
WETZEL COUNTY					
Town of Wileyville	-	-	.68	$ 437.75	$ 438.00
Center	11,742.34	23	40.11	278,923.40	321,823.00
Church	1,098.00	19	14.52	88,071.34	102,721.00
Town of Littleton	-	-	2.36	49,414.95	49,415.00
Clay	2,097.43	7	17.28	104,128.69	116,979.00
Town of Smithfield	-	-	5.03	56,274.77	56,275.00
" " Pine Grove	-	-	2.63	4,146.37	4,146.00
Grant	32,660.27	163	178.22	2295,953.22	5164,655.00
Green	11,637.55	87	102.38	686,953.23	832,153.00
Town of Paden City	.08	-	8.16	13,193.17	13,193.00
Magnolia	-	-	14.02	164,538.40	164,538.00
Proctor	15,479.50	12	38.43	368,427.40	396,477.00
	74,926.17	311	427.58	$4691,562.67	$5226,811.00
WIRT COUNTY					
Burning Springs	8,814.18	5	2.09	$ 26,279.38	$ 36,179.00
Clay	3,709.55	-	-	3,709.55	3,710.00
Elizabeth	4,300.70	-	-	4,300.70	4,301.00
Newark	10.56	-	-	1,056.00	1,056.00
Reedy	783.50	-	-	783.50	784.00
Spring Creek	3,234.09	-	-	9,550.61	9,551.00
Tucker	6,910.82	-	-	6,910.82	6,911.00
	27,765.40	5	2.09	$ 52,590.56	$ 62,492.00
WOOD COUNTY					
Clay	-	-	9.74	$ 8,563.82	$ 8,564.00
Harris	778.50	-	-	778.50	779.00
Lubeck	234.00	-	6.52	6,442.12	6,442.00
Town of Parkersburg	-	-	69.41	169,836.95	169,837.00
Parkersburg	-	-	31.17	50,180.29	50,180.00
Slate	1,285.01	-	-	1,285.01	1,285.00
Steele	6,257.26	-	-	6,257.26	6,257.00
Tygart	1,096.00	-	8.53	132,951.10	132,951.00
Union	94.00	-	26.71	82,606.15	82,606.00
Walker	10,646.82	-	1.37	16,399.32	16,399.00
Town of Williamson	-	-	13.03	24,732.07	24,732.00
Williams	-	-	24.03	47,286.92	47,286.00
	20,302.99	-	190.41	$ 547,300.49	$547,300.00
Totals.....	1,001,622.83	535½	3401.45	$28,156,196.80	$34,350,000.00

Form No. 9 U.

Public Utility.

A part of the report of the Hope Natural Gas Company.

West Va. EXPLANATORY REMARKS 1920

The Unit prices used on pipe and materials are approximately those approved some years ago by Tax Commissioners Townsend and Dillon; the same prices substantially have been used each year since that time, and have formed a fair guide together with a relatively equal rate on leaseholds for several years for the division of taxes if not for the ascertainment of true and actual value of unit prices in a going concern.

State of Pennsylvania }
County of Allegheny } ss

I, *THE UNDERSIGNED*, R. D. Beardsley, *Name of Officer.* Treasurer *Official Title.*

of the Hope Natural Gas Company Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value*, to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the before-mentioned property would sell if voluntarily offered for sale upon such terms as such property is usualy sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

R. D. Beardsley,

Treasurer
Official Title.

SUBSCRIBED AND SWORN TO before me this 26th day of March 1920

G. A. Kinley,

My Commision Expires March 25, 1921.
Notary Public.

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

Pgh & W. Va. Report Bd. Pub. Wks., W. Va. Ex. 10

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the Pittsburgh & West Virginia Gas Company.

1. Name of company making this report Pittsburgh and West Virginia Gas Company.
2. Nature of company, whether person or persons, association or corporation Corporation
3. Organized under the laws of what state West Virginia
4. Location of Principal Office 435 Sixth Avenue, Pittsburgh, Penna.
5. Location of Principal Place of Business in West Virginia Union National Bank Bldg., Clarksburg, W. Va.
6. Name of President and his address in full A. W. Thompson, 435 Sixth Avenue, Pittsburgh, Penna.
7. Name of Secretary and his address in full W. S. Carson, 435 Sixth Avenue, Pittsburgh, Penna.
8. Name of General Manager and his address in full W. L. McCloy, 435 Sixth Avenue, Pittsburgh, Penna.
9. Name of Chief Officer or Managing Agent in W. Va., and his address in full John F. McNary, Clarksburg, West Virginia.
10. Name of Tax Agent and his address in full None
11. Name and full address of officer to whom correspondence regarding this report should be addressed W. L. McCloy (*Name*), General Manager (*Title*), Pittsburgh, Penna. (*Address*)
12. Date of annual meeting of stockholders Third Wednesday in June,
13. The books of the company are closed for the year on what date December 31st.
14. If a consolidated company, name the constituent companies Not consolidated.

REMARKS.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of Pittsburgh and West Virginia Gas Company.

What is the amount of the authorized capital stock?	$ 8,000,000.00
How much of the capital stock has been issued?	$ 6,000,000.00
How many shares of common stock issued?	$ 37,500.
How many shares of preferred stock issued?	$ 22,500.
What is the par value, per share, of the common stock?	$ 100.00
What is the par value, per share, of the preferred stock?	$ 100.00
What is the market value, per share, of the common stock	$ 100.00
What is the market value, per share, of the preferred stock?	$ 100.00
If stock is not on the market, at what is it valued per share?	$ 100.00
How much of the stock was paid for in cash?	$ 3,500,000.00

What was the consideration for stock issued, but not paid for in cash? Property

If any part of the stock was not paid for in cash, was the consideration equivalent to cash? Yes

How much bonus stock, if any, was issued? $ None

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
Monongahela Natural Gas Co.	$150,000	750,000	6%	750,000
Capital Stock,	each Oct.			
	1st 1919			
Totals	to 1923	750,000		750,000

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Plant Investment & Working Capital	Demand	2,350,000.00	6%	2,350,000.00
Loan from Philadelphia Co.				
Totals		2,350,000.00		2,350,000.00

Accounts receivable, December 31, 1919 $ 2,477,921.81

This company ~~began business~~ or was acquired by the present owners ~~of operation~~ Philadelphia Co.
(month) January (day) First (year) 1906

Investment. (By present owners.)

Stock issued (money value)	$ 5,700,000.00	
Amount realized from sale of bonds	$ 1,500,000.00	
Earnings put into plant	$ 1,386,675.68	
	$	
Total investment or cost (entire plant)		$ 8,586,675.68

What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds?	$
What would be the approximate cost of reproducing the entire plant new?	Do not know
What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia?	$ "
What is the total value of the entire plant, as shown by the books of the Company?	$ 8,586,675.68
What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company?	$ 7,036,675.68

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of Pittsburgh and West Virginia Gas Company.

What were the total gross earnings (including all sums earned or charged ,whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, 1919 in all States? $ 6,216,430.54

in West Virginia $ 6,216,430.54

How much of the gross earnings resulted from business actually done in West Virginia? $ 6,216,430.54

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $ 6,216,430.54

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states?

Does not Operate outside of West Virginia

What were the total operating and maintenance expenses including interest and taxes in all states? $ 3,844,354.64

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $ 3,844,354.64

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states?

Does not operate outside of West Virginia

What were the net earnings in West Virginia for the year ending December 31, 1919? $ 2,372,075.90

What were the total net earnings, in all states, for the year ending December 31, 1919? $ 2,372,075.90

What dividends were declared during the year on common stock? 8 per cent; amount $ 300,000.00

What dividends were declared during the year on preferred stock? 6 per cent; amount $ 135,000.00

When were the dividends declared on common stock? Dec. 18, 1919 Preferred Stock? April 1st, 1919 Oct. 1st, 1919

Interest paid on Funded Debt during the year $ 6,830.36

Interest paid on Unfunded Debt during the year $ 156,242.12

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a division occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS.

3.U-A
Form No. ~~3-U-Consolidated~~

Public Utility

A part of report of Pittsburgh and West Virginia Gas Company

	Entire Plant	West Va.
PROSPECTING AND LEASE EXPENSES:		
Purchase of Leases	$ 26,639.16	
Rent on Gas Leases,	207,447.77	
Drilling Unproductive Wells,	221,137.81	
Miscellaneous,	5,066.88	
	$460,291.62	$460,291.62
PRODUCTION EXPENSES:		
Superintendence,	36,243.03	
Gas Wells Royalties,	345,132.69	
Operating Gas Wells,	115,065.55	
Repairs of Gas Wells,	365,868.22	
Drilling Gas Wells,	443,361.33	
Repairs of Buildings and Fixtures used in Production,	1,844.49	
	1,307,515.31	1,307,515.31
GAS PURCHASED:	814,523.87	814,523.87
TRANSPORTATION EXPENSES:		
Superintendence,	33,976.74	
Operating Transportation Lines	57,826.51	
" Compressing Stations,	191,760.23	
" Pressure Stations,	36,751.06	
Labor Laying Well Connecting Lines,	80,799.39	
Repairs of Transportation Lines,	78,663.62	
Repairs of Compressing Station Equipment	68,904.72	
Repairs of Compressing Station Buildings and Fixtures,	24,544.23	
Repairs of Miscellaneous Buildings and Fixtures,	3,712.81	
Miscellaneous Maintenance Expenses,	1,511.98	
	578,451.29	578,451.29
DISTRIBUTION EXPENSES:		
Superintendence,	2,737.06	
Operating Lines,	1,782.26	
Operating Meters, Regulators and Services,	27,474.50	
Operating Pressure Stations,	1,619.01	
Repairs of Distribution Lines and Services	9,735.54	
Repairs of Meters,	5,925.65	
Repairs of Regulators,	54.86	
Repairs of Buildings,	81.02	
Miscellaneous Maintenance Expenses,	6.23	
	49,474.13	49,474.13
COMMERCIAL EXPENSES:		
Salaries and Expenses,	832.06	
Billing and Collection,	14,307.55	
Stationery, Printing and Postage,	880.70	
Transportationoof Employes,	1,260.27	
Advertising	50.00	
Miscellaneous Expenses,	892.92	
	18,223.50	18,223.50
GENERAL EXPENSES:		
Salaries and Expenses of General Officers,	20,918.51	
Salaries and Expenses of General Office Clerks,	39,951.41	
General Office Supplies and Expenses	12,375.58	
General Legal Expenses,	4,905.82	
Pensions and Gratuities,	6,577.80	
Miscellaneous General Expenses,	4,103.03	
Injuries and Damages,	3,632.43	
Insurance,	3,971.65	
Stationery, Printing and Postage,	4,999.38	

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of Pittsburgh and West Virginia Gas Company.

Brought forward from Form No. 3 U.—A	$	$
Taxes:		
License or Charter Taxes		
General Property Taxes		
Federal Excess Profits Tax		
Federal Income Tax		
Other Federal Taxes		
Miscellaneous Taxes		
Interest and Discount:		
On Bonds and other Funded Debt		
On Unfunded Debt		
Gas Purchased		
Miscellaneous Expense which can not be set out under the above headings: (Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.) (Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
Totals		
What amount, if any, ~~should be~~ was charged off for depreciation?	$ 314,328.51	$ 314,328.51
What is considered a fair rate of depreciation?		
What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?		

Pipe Lines, $105,966.06; Gas Wells Materials, $165,075.16; Compressing stations, $41,335.06; Measuring Stations, $612.26; Telephone Lines $3,339.97

Form No. 4—U

Public Utility

A part of the report of Pittsburgh and West Virginia Gas Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
Gas Wells Purchased	3,729	.72	3,729	.72
Gas Wells Drilled,	209,580	.81	209,580	.81
Transportation Pipe Lines,	48,024	.91	48,024	.91
Distribution Pipe Lines,	448	.62	448	.62
Well Connecting Lines,	82,708	.81	82,708	.81
Suction Pipe Lines,	16,435	.42	16,435	.42
Measuring Stations,	7,517	.90	7,517	.90
Meters,	8,271	.49	8,271	.49
Regulators,	2,069	.61	2,069	.61
Telephone Lines,	11,029	.57	11,029	.57
Real Estate,	1,664	.50	1,664	.50
Buildings	1,299	.38	1,299	.38
Compressing Station,	194,992	.91	194,992	.91
Total	587,773	.65	587,773	.65

Form No. 5.

Gas and Oil:

A part of the report of Pittsburgh and West Virginia Gas Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
1"	1.14	None	11 to 21 years
2"	57.05	"	"
3"	55.08	"	"
4"	109.69	"	"
4-7/8"	.64	"	"
5-3/16"	15.86	"	"
6"	355.24	"	"
6-5/8"	18.86	"	"
7-5/8"	2.37	"	"
8"	127.74	"	"
8-1/4"	13.20	"	"
10"	152.35	"	"
12"	125.58	"	"
16"	186.31	"	"

TOTAL MILAGE. 1,211.12

Form No. 6

Gas and Oil

A part of the report of Pittsburgh and West Virginia Gas Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	209,127 3/4
In West Virginia	209,127 3/4

How many acres of developed gas leases?

Total in all states	108,196½
In West Virginia	108,196½

How many producing gas wells were owned at the beginning of the year?

Total in all states	1,217
In West Virginia	1,217

How many producing gas wells were drilled during the year?

Total in all states	67
In West Virginia	67

How many "dry" wells were drilled during the year?

Total in all states	29
In West Virginia	29

How many gas wells were purchased during the year?

Total in all states	5
In West Virginia	5

How many gas wells were abandoned during the year?

Total in all states	50
In West Virginia	50

How many gas wells were sold during the year?

Total in all states	1
In West Virginia	1

How many producing gas wells were owned at the end of the year?

Total in all states	1,238
In West Virginia	1,238

How many gas wells were in use at the end of the year?

Total in all states	1,200
In West Virginia	1,200

What was the average rock pressure for the year of the gas wells owned?

Total in all states	186
In West Virginia	186

What was the total daily capacity at the end of the year of the gas wells owned?

Total in all states	
In West Virginia	

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states	
In West Virginia	

Form No. 6—A.

Gas and Oil

A part of the report of Pittsburgh and West Virginia Gas Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states

Industrial	86
Domestic	4,250

In west Virginia

Industrial	86
Domestic	4,250

To what cities and towns is gas supplied? Same as last year.

To what gas companies, if any, is gas sold? Equitable Gas Co., Hope Natural Gas Co. and Glenville Natural Gas Company.

How many cubic feet of gas were sold during the year?

Total number in all states 26,871,561,100

To other gas companies

Name of company	
Equitable Gas Company	23,193,406,000
Hope Natural Gas Company.	300,400,000
Monongahela Valley Traction Co.	253,633,000
Glenville Natural Gas Company.	1,423,000
Drillers. (Estimated)	22,687,500

To industrial consumers 2,545,661,500

To domestic consumers 554,350,100

In West Virginia

To other gas companies

Name of company	
Equitable Gas Company	23,193,406,000
Hope Natural Gas Company.	300,400,000
Monongahela Valley Traction Co.	253,633,000
Glenville Natural Gas Co.	1,423,000
Drillers. (Estimated)	22,687,500

To industrial consumers 2,545,611,500

To domestic consumers 554,350,100

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states 21.484 cents.

To other gas companies

Name of company		
Equitable Gas Company	21.	"
Hope Natural Gas Company	8.74	"
Monongahela Valley Traction Company.	25.	"
Glenville Natural Gas Company.	10.	"
Drillers. (Estimated)	10.	"
		"
To industrial consumers	26.043	"
To domestic consumers	27.533	"
In West Virginia		"

To other gas companies

Name of company		
Equitable Gas Company	21.	"
Hope Natural Gas Company	8.74	"
Monongahela Valley Traction Company	25.	"
Glenville Natural Gas Company.	10.	"
Drillers (Estimated)	10.	"
		"
To industrial consumers	26.043	"
To domestic consumers	27.533	"

Form No. 7

Gas and Oil

A part of the report of Pittsburgh and West Virginia Gas Company.

How many acres of undeveloped oil leases are controlled by the company making this report?

Total The Company owns no leasehold oil or oil rights.

In West Virginia None

How many acres of developed oil leases?

Total

In West Virginia

How many producing oil wells were owned at the beginning of the year?

Total

In West Virginia

How many producing oil wells were drilled during the year?

Total

In West Virginia

How many oil wells were abandoned during the year?

Total

In West Virginia

How many producing oil wells were owned at the end of the year?

Total

In West Virginia

What was the total average daily production of oil for last year?

Total

In West Virginia

What was the total average daily production of oil for this year?

Total

In West Virginia

What was the total production of oil for the month of December, this year?

Total

In West Virginia

What was the total production of oil for the year?

Total

In West Virginia

What was the average price per barrel received for oil sold during the year?

Total

In West Virginia

If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?

Total

In West Virginia

What was the total number of barrels of oil transported through the pipe lines of this company for the year?

Total

In West Virginia

What does this company charge for transporting oil through its pipe lines?

Gas Sold to Equitable Gas Company,	$4,870,615.26
Hope Natural Gas Company,	26,272.91
Monongahela Valley Traction Co.	58,335.59
Glenville Natural Gas Company,	142.30
Domestic Consumers,	152,528.31
Industrial Consumers,	662,959.99
Drillers,	2,268.75
Rental from Real Estate and Buildings,	2,036.95
Miscellaneous Operating Revenue,	75.95
Interest and Discount,	40,347.69
Dividends on Stocks Owned,	400,000.00
Miscellaneous Income,	846.84
Totals,	$ 6,216,430.54

This Company purchased gas during the year ended December 31st. 1919, from the following companies and individuals;

NAME	ADDRESS
The Associated Gas Company,	Clarksburg, W. Va.
Virgil I. Allen,	Centerpoint, W. Va.
The Alkire Oil & Gas Company,	Buckhannon, W. Va.
Browns' Creek Oil & Gas Company,	Clarksburg, W. Va.
Burnsville Gas Company,	Burnsville, W. Va.
A. J. Broderick,	Clarksburg, W. Va.
The Cayton Oil & Gas Company,	Weston, W. Va.
Clarksburg Light & Heat Company,	Clarksburg, W. Va.
Coletrane Oil & Gas Company,	Haywood, W. Va.
The Commercial Coal & Coke Company,	Clarksburg, W. Va.
H. B. Curtin,	"
Geo. L. Dufour & Company,	Huntington, W. Va.
Geo. L. Dufour, et.al.,	Weston, W. Va.
Eastern Petroleum Company,	Salem, W. Va.
Eastern Petroleum Company,	1417 Penn's Bldg., Phila. Pa
Curtis B. Fleming,	Fairmont, W. Va.
Jake Fisher, et.al.,	Burnsville, W. Va.
Sheridan R. Griffin,	Clarksburg, W. Va.
Nathan Goff,	"
Boyd E. Hornor,	"
Hugh Jarvis,	"
The Keystone Oil Co. of New York,	66 Broadway, New York City.
Catherine B. Latstetter, et.al.,	Clarksburg, W. Va.
N. S. Lobaugh, et.al.,	"
R. T. Lowndes,	"
Martin Brothers,	Haywood, W. Va.
W. Brent Maxwells,	Clarksburg, W. Va.
H. H. Mittong,	Lumberport, W. Va.
Fred A. McFarlin,	Adamston, W. Va.
Edward McSweeney,	Lee, Va.
J. C. McWhorter,	Buckhannon, W. Va.
Oakland Oil Company,	Crafton, Pa.
J. W. Overholt & Company,	Mt. Pleasant, Pa.
I. F. Overholt, et.al.,	Mt. Pleasant, Pa.
Producers Gas Company,	Clarksburg, W. Va.
The Robinson Oil & Gas Company,	"
Arthur Sheets & Company,	"
South Penn Oil Company,	Pittsburgh, Pa.
Underwood Oil Company,	"
United Fuel Gas Company,	Charleston, W. Va.
J. Carl Vance and L. S. Hornor,	Clarksburg, W. Va.
J. L. Walton,	"
T. A. Whelan and Frank Alfred,	Weston, W. Va.
Ernest S. Swiger, et.al.,	Clarksburg, W. Va.
T. M. Wise and Criss Oil & Gas Company,	Mannington, W. Va.
Herbert Woolard,	Clarksburg, W. Va.
Wayland Oil & Gas Company,	Charleston, W. Va.

Store Expense,	52,029.52	
Stable and Automobile Expenses,	51,307.43	
Engineering,	5,166.32	
Operation and Maintenance of Telephone System,	22,611.77	
Shop Expense,	5,976.53	
Laboratory Expense,	1,301.38	
	239,648.56	239,648.56
TAXES:		
General Property,	117,901.72	
Federal Income and Excess Profits Tax	8,093.69	
State Excise Tax,	1,999.36	
Public Service Commission Tax,	1,800.00	
State License Tax,	1,750.00	
Automobile License Tax,	442.50	
	131,987.27	131,987.27
RENT OF LEASED PROPERTY	100,000.00	100,000.00
INTEREST ON UNFUNDED DEBT	136,942.12	136,942.12
INTEREST ON FUNDED DEBT	6,830.36	6,830.36
UNCOLLECTIBEL CUSTOMERS' BILLS	466.61	466.61
Totals,	$ 3,844,354.64	$3,844,354.64

QUANTITY OF GAS PURCHASED FROM OTHER GAS COMPANIES, AND AVERAGE PRICE PER M CUBIC FEET PAID FOR SAME.

	In All States Cu. Ft.	Average Price (Cents)	In West Va. (Cu. Ft.)
The Associated Gas Company,	78,444,000	7.31-	78,444,000
The Alkire Oil and Gas Company,	6,806,000	6.	6,806,000
Browns' Creek Oil and Gas Company,	6,090,000	7.38+	6,090,000
Brunsville Gas Company,	145,103,000	8.	145,103,000
The Cayton Oil and Gas Company,	111,130,000	8.	111,130,000
Clarksburg Light and Heat Company	26,946,000	10.	26,946,000
Coletrane Oil and Gas Company,	28,152,000	6.	28,152,000
Eastern Petroleum Company,	102,456,000	8.	102,456,000
Keystone Oil Company of New York,	38,330,000	6.63+	38,330,000
Oakland Oil Company,	14,180,000	8.	14,180,000
Producers Gas Company,	76,524,000	9.	76,524,000
Robinson Oil and Gas Company,	24,674,000	8.	24,674,000
South Penn Oil Company	29,416,000	6.5	29,416,000
Underwood Oil Company,	4,025,000	10.	4,025,000
United Fuel Gas Company	6,217,020,000	11.13-	6,217,020,000
Criss Oil & Gas Co. and T. M. Wise,	22,247,000	8.	22,247,000
Wayland Oil and Gas Company,	37,939,000	5.	37,939,000
Totals,	6,969,482,000		6,969,482,000

Form No. 6—B.

Gas and Oil

A part of the report of Pittsburgh and West Virginia Gas Company.

If this company purchases gas, from whom or what company or companies does it purchase?

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states	
From other gas companies. Name of Companies.	
See Statement attached.	6,969,482,000
From all other sources	1,158,842,000
Total in West Virginia	8,128,324,000
From other gas companies. Name of Companies.	
See Statement Attached.	6,969,482,000
From all other sources	1,158,842,000

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states	10.4 cents
To other gas companies. Name of Companies.	
See Statement Attached	"
	"
	"
	"
To other persons or individuals	5.5- "
In West Virginia	10.4 "
To other gas companies. Name of Companies.	
	"
See Statement Attached.	"
	"
	"
To other persons or individuals	5.5 - "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.

Does this company pipe gas through its lines for other persons or companies? No.

Does this company own any real estate which is used in connection with its gas business? Yes.

If so, of what does it consist? Listed in returns under Districts in which located.

Form No. 8—U.

Public Utility

A part of the report of Pittsburgh and West Virginia Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-57
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Total Value all Property Assessed by Bd. of Pb. Wks.
BARBOUR COUNTY					
Elk	2,047.00	-	-	$ 1,023.50	$ 1,027.59
Pleasants	422.00	-	-	211.00	211.84
Union	358.00	-	-	179.00	179.72
	2,827.00	-	-	$ 1,413.50	$ 1,419.15
BRAXTON COUNTY					
Birch	12,969.00	6	-	$ 23,359.87	$ 23,453.31
Holly	3,619.50	-	-	1,809.75	1,816.99
Kanawha	365.50	-	-	182.75	183.48
Otter	15,065.00	-	-	7,602.50	7,632.91
Salt Lick	13,439.50	41	33.88	295,776.76	296,959.87
Town of Burnsville	-	-	-	125,665.32	126,167.98
	45,498.50	47	33.88	$ 454,396.95	$ 456,214.54
DODDRIDGE COUNTY					
Central	2,935.50	17	32.27	$ 458,104.48	$ 459,936.90
Cove	3,755.00	8	5.62	32,890.33	33,021.89
Grant	1,644.00	16	12.12	121,164.64	121,669.38
Greenbrier	1,801.00	18	23.30	193,780.27	194,555.[illegible]
Independence	-	-	.39	4,628.54	4,647.0[illegible]
McClellan	2,040.00	12	30.64	345,617.66	347,000.1[illegible]
New Milton	1,402.00	-	-	725.50	726.39
South West	11,271.75	46	19.67	188,597.06	189,351.46
West Union	3,857.50	21	17.39	160,752.19	161,475.20
Town of Industrial	-	-	.31	547.96	550.15
	28,706.75	140	141.91	$1,526,826.63	$1,532,933.94
GILMER COUNTY					
Center	9,570.00	-	1.30	$ 20,362.99	$ 20,444.44
DeKalb	11,113.25	-	-	8,828.43	8,863.74
Glenville	20,765.50	23	18.96	175,886.24	176,591.79
Glenville Independent	267.00	-	-	133.50	134.03
Troy	11,501.75	4	2.91	43,329.73	43,503.06
	53,216.50	27	23.17	$ 248,542.89	$ 249,337.06
HARRISON COUNTY					
Clark	181.00	9	29.56	$ 211,985.29	$ 212,833.23
Clay	2,350.25	28	33.35	154,345.40	154,962.78
Coal	775.50	6	10.71	59,414.69	59,652.35
Eagle	5,362.00	69	65.71	379,418.49	380,736.16
Elk	609.00	7	4.63	25,773.00	25,876.09
Grant	840.25	18	22.22	117,809.40	118,280.64
Sardis	1,929.50	29	29.52	183,376.06	184,109.86
Simpson	1,491.00	7	2.34	21,775.03	21,862.14
Ten Mile	-	-	14.91	138,898.86	139,454.46
Union	1,696.00	31	40.21	307,361.13	308,590.57
Town of Clarksburg	-	-	.58	35,168.20	35,308.87
" " Enterprise	-	-	1.39	3,124.94	3,137.44
" " Lumberport	59.00	3	2.22	11,423.06	11,468.78
" " Shinnston	-	-	1.62	28,349.47	28,462.87
Totals.....	15,273.50	207	257.17	$1,678,223.05	$1,684,735.94

FORM NO. S—U CONTINUED

PUBLIC UTILITY

A part of report of Pittsburgh and West Virginia Gas

LEWIS COUNTY					
Collins Settlement,	14,780.25	3	.45	$ 15,737.44	$ 15,[illegible]
Court House	17,612.25	132	94.06	964,121.13	967,977.62
Freemans Creek	7,469.75	63	73.40	634,122.28	636,658.77
Hackers Creek	2,869.00	40	21.32	149,532.85	150,130.90
Skin Creek	5,042.75	2	.30	8,925.65	8,961.35
Town of Weston	-	-	-	41,722.75	41,889.64
	47,774.00	240	189.51	$1,814,162.10	$1,821,418.67
MARION COUNTY					
Fairmont	1,258.50	11	4.05	$ 33,385.99	$ 37,535.53
Grant	773.25	8	10.55	49,931.64	50,131.37
Lincoln	4,506.50	65	79.37	714,660.20	717,518.84
Mannington	3,102.50	41	18.66	145,251.45	145,802.46
Paw Paw	763.25	10	11.04	108,727.59	109,362.50
Union	124.00	-	10.99	25,109198	25,210.42
Winfield	807.00	-	-	403.50	405.11
Town of Worthington	-	-	.67	2,781.04	2,792.16
	11,335.00	135	135.33	$1,084,251.39	$1,088,758.39
MARSHALL COUNTY					
Liberty	256.00	-	-	$ 2,201.94	$ 2,210.75
MONONGALIA COUNTY					
Battelle	3,608.50	25	19.76	$ 101,779.72	$ 102,186.84
Cass	94.00	-	-	47.00	47.19
Clay	4,964.50	30	37.14	360,675.75	$ 362,118.45
	8,662.00	55	56.90	$ 462,502.47	$ 464,352.48
PLEASANTS COUNTY					
Lafayette	128.00	-	-	$ 64.00	$ 64.26
RITCHIE COUNTY					
Clay	19,167.75	92	53.85	$ 416,223.67	$ 417,896.60
Union	13,759.50	7	2.12	29,631.59	29,750.02
	32,927.25	99	55.97	$ 445,865.26	$ 447,648.62
TAYLOR COUNTY					
Booths Creek	5,969.00	34	26.49	$ 178,755.86	$ 179,470.88
Court House	646.00	4	5.81	25,954.68	26,058.50
Fetterman	1,661.50	-	5.22	17,608.89	17,679.36
Flemington	864.00	1	10.00	11,169.00	11,213.67
Knottsville	-	-	.60	325.20	326.50
Town of Bluesville	-	-	.06	964.02	967.88
" " Grafton	-	-	29.05	79,942.30	80,262.06
Pruntytown Independent	256.00	1	4.98	11,971.23	12,019.20
	9,376.50	40	82.21	$ 326,691.27	$ 327,998.05
TYLER COUNTY					
Centerville	4,732.00	32	23.17	$ 183,635.08	$ 184,369.62
McElroy	6,943.75	54	37.29	383,126.94	384,659.45
	11,775.75	86	60.46	$ 566,762.02	$ 569,029.07
UPSHUR COUNTY					
Banks	5,905.00	-	-	$ 2,952.50	$ 2,964.32
Buckhannon	3,628.00	-	-	1,814.00	1,821.25
Meade	6,237.00	-	-	3,118.50	3,130.97
Union	4,502.00	-	-	2,251.00	2,260.00
Warren	7,640.50	-	-	3,820.25	3,835.54
Washington	1,732.00	-	-	866.00	869.46
	29,644.50	-	-	$ 14,822.25	$ 14,881.54

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of Pittsburgh and West Virginia Company.

		WEBSTER COUNTY			
Holly	405.00	-	-	$ 202.50	$ 203.31
		WETZEL COUNTY			
Center	270.00	1	12.66	$110,212.54	$110,550.39
Church	5,667.00	89	56.56	419,716.47	421,395.34
Clay	756.00	4	16.48	166,485.28	167,151.22
Grant	11,719.75	64	80.43	674,572.07	677,270.36
Green	1,284.00	6	7.94	70,537.84	70,819.99
Town of Hundred	-	-	.51	90,129.56	90,490.08
" " Pine Grove	-	-	.51	1,012.80	1,016.85
	19,667.75	164	175.09	$1,532,666.56	$1,538,794.23
Totals,	317,494.00	1240	1211.60	$10,159,594.78	$10,200,000.00

A part of the report of the Pittsburgh and West Virginia Gas Company.

EXPLANATORY REMARKS

State of Pennsylvania }
County of Allegheny } ss

I, THE UNDERSIGNED, A. W. Thompson, President
Name of Officer. Official Title.

of the Pittsburgh and West Virginia Gas Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value*, to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the beforementioned property would sell if voluntarily offered for sale upon such terms as such property is usualy sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

A. W. Thompson

President
Official Title.

SUBSCRIBED AND SWORN TO before me this 29th day of March 1920

W. A. Martin,

Notary Public

My Commission Expires March 20, 1921.
Notary Public.

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

United Fuel Report Bd. Pub. Wks. W. Va. Ex. 11

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the United Fuel Gas Company.

1. Name of company making this report United Fuel Gas Company

2. Nature of company, whether person or persons, association or corporation Corporation

3. Organized under the laws of what state West Virginia

4. Location of Principal Office Quarrier and Dunbar Streets. Charleston, West Virginia

5. Location of Principal Place of Business in West Virginia Charleston, West Virginia

6. Name of President and his address in full F. W. Crawford. 52 West Gay Street, Columbus, Ohio.

7. Name of Secretary and his address in full L. A. Seyffert Charleston, West Virginia

8. Name of General Manager and his address in full H. A. Wallace Charleston, West Virginia

9. Name of Chief Officer or Managing Agent in W. Va., and his address in full H. A. Wallace, Charleston, West Virginia

10. Name of Tax Agent and his address in full None

11. Name and full address of officer to whom correspondence regarding this report should be addressed

L. A. Seyffert	Secretary and Treasurer	Charleston, W. Va.
(Name)	*(Title)*	*(Address)*

12. Date of annual meeting of stockholders Second Tuesday in February

13. The books of the company are closed for the year on what date December 31.

14. If a consolidated company, name the constituent companies

REMARKS.

Number of pages of your report. This is PAGE 1.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of United Fuel Gas Company.

What is the amount of the authorized capital stock? $10,000,000.
How much of the capital stock has been issued? $10,000,000.
How many shares of common stock issued? $100,000.
How many shares of preferred stock issued? $None
What is the par value, per share, of the common stock? $100.
What is the par value, per share, of the preferred stock? $None
What is the market value, per share, of the common stock $No Market
What is the market value, per share, of the preferred stock? $"
If stock is not on the market, at what is it valued per share? $"
How much of the stock was paid for in cash? $"

What was the consideration for stock issued, but not paid for in cash? Property

If any part of the stock was not paid for in cash, was the considerstion equivalent to cash? Yes

How much bonus stock, if any, was issued? $None

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
Construction of Plant; and	1936	10,447,000	6%	-
underlying Bonds of purchased Companies				
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
				2,262,795.87
Totals				

Accounts receivable, December 31, $1,542,140.49

This company began business or was acquired by the present owners or operators ____ (month) ____ (day) ____ (year) ____

Investment. (By present owners.)

Stock issued (money value) $
Amount realized from sale of bonds $
Earnings put into plant $
$
Total investment or cost (entire plant) $

What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds? $

What would be the approximate cost of reproducing the entire plant new?

What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia? $

What is the total value of the entire plant, as shown by the books of the Company? $26,499,036.95 (Cost)

What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company? $

United Fuel Report Bd, Pub. Wks. W. Va. Ex. 11

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of United Fuel Gas Company.

What were the total gross earnings (including all sums earned or charged, whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, 1919 in all States? $ 10,484,459.82

in West Virginia $ 8,129,201.27

How much of the gross earnings resulted from business actually done in West Virginia? $ 8,129,201.27

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states?

Apportioned according to gas sold within and without the state, and oil produced and gasoline made within and without the state.

What were the total operating and maintenance expenses including interest and taxes in all states? $ 8,447,892.13

What were the total operating and maintenance expenses including interest and taxes in West Virginia? Accounts are not kept separating this accurately between states. $

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states?

What were the net earnings in West Virginia for the year ending December 31, ? $

What were the total net earnings, in all states, for the year ending December 31, ? $ 2,068,192.69

What dividends were declared during the year on common stock? 38½ per cent; amount $ 3,850,000.00

What dividends were declared during the year on preferred stock? ____ per cent; amount $

When were the dividends declared on common stock? April, July October & December Preferred Stock? $

Interest paid on Funded Debt during the year $ 626,657.50

Interest paid on Unfunded Debt during the year $ 2,378.09

(There should appear on each sheet of this report some notation to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the facts. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a diviation occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested.*)

REMARKS.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the United Fuel Gas Company.

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 90,935.32	$
Salaries and Expenses of General Office Employees	70,342.88	
Miscellaneous Expenses of General Office (Office Supplies, Etc.)		
Leagl Expenses	42,244.73	
Miscellaneous	6,452.50	
Prospecting and Lease Expenses:		
Salaries and Expenses	50,713.11	
Purchase of Leases		
Rental of Leases	573,803.87	
Drilling unproductive Wells		
Production Expenses:		
Superintendent and Salaries	11,982.75	
Royalties	159,363.63	
Operating Gas Wells and Lines	225,909.93	
Operating Oil Wells	80,518.17	
Repairs to Gas Wells and Lines	116,086.21	
Repairs to Oil Wells	50,788.86	
Transportation Expenses:		
Superintendence and Salaries	4,167.30	
Operating Transportation Lines	49,611.02	
Operating Pump Stations	203,341.68	
Operating Pressure Stations		
Repairs of Transportation Lines	45,663.58	
Repairs of Pumping Station Equipment	66,630.09	
Carried Forward to Form No. 3 U.—A.—Continued	1,848,555.63	

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of United Fuel Gas Company.

Brought forward from Form No. 3 U.—A.	$ 1,848,555.65	$
Taxes:		
License or Charter Taxes	21,551.83	
General Property Taxes	291,478.98	
Federal Excess Profits Tax	588,972.15	
Federal Income Tax		
Other Federal Taxes	21,267.24	
Miscellaneous Taxes	8,171.87	
Interest and Discount:		
On Bonds and other Funded Debt	626,657.50	
On Unfunded Debt	9,378.09	
Gas Purchased	450,872.28	
Miscellaneous Expense which can not be set out under the above headings:		
(Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.)		
(Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
Distribution and Commercial Expense	195,283.34	
Gasoline Expense	384,436.28	
Tank Car "	8,942.80	
Carbon Black Expense	19,954.94	
Profit and Loss Adjustments	172,047.32	
Totals	4,597,570.25	

depletion and

What amount, if any, should be charged off for depreciation? $ 3,850,321.88 $

What is considered a fair rate of depreciation?

What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?

Form No. 4—U

Public Utility

A part of the report of United Fuel Gas Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
Clendenin Gasoline Station				
Barren Creek Carbon Black Plant				
Additions to:				
Kermit Compressor Station				
Buff Lick " "				
Porter " "				
Walgrove " "				
16.5 Gas Wells) Including necessary				
21.1 Oil ") lines and equipment				
Total	1,074,185.16			

Form No. 5.

Gas and Oil:

A part of the report of United Fuel Gas Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	*TIME USED
2"	173.86	44.32	9.67
2½"	.30		17.00
3"	127.34	51.08	10.62
4"	237.71	45.00	7.47
4-7/8"		.23	
5-3/16"	.47		4.02
5-3/4"	3.05	2.95	1.99
6"	121.80	24.54	8.27
6½"	.39	.52	4.26
6-5/8"	3.03	1.70	4.35
8"	115.45	19.39	12.00
8½"	.88	.35	5.11
10"	115.96	77.40	11.02
12"	14.45	25.85	7.52
14"	45.72	5.77	13.72
15"	.46		7.57
16"	78.18	7.40	8.63
18"	24.25	.04	9.52
20"	86.51	.04	6.56
24"	.08		5.38
30"	.05		8.00
	1,151.94	306.58	
Less than 2"	4.81	5.23	
	1,156.75	311.81	

Average number of years used in West Virginia.

TOTAL MILAGE.	1,156.75	311.81

Form No. 6

Gas and Oil

A part of the report of United Fuel Gas, Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	740,144.97
In West Virginia	653,166.04

How many acres of developed gas leases?

Total in all states	66,640.70
In West Virginia	62,336.60

How many producing gas wells were owned at the beginning of the year?

Total in all states	656.4
In West Virginia	606.4

How many producing gas wells were drilled during the year?

Total in all states	15.5
In West Virginia	15.5

How many "dry" wells were drilled during the year?

Total in all states	6.5
In West Virginia	6.5

How many gas wells were purchased during the year?

Total in all states	10.5
In West Virginia	10.5

How many gas wells were abandoned during the year?

Total in all states	15.5
In West Virginia	10.5

How many gas wells were sold during the year?

Total in all states	10.1
In West Virginia	10.1

How many producing gas wells were owned at the end of the year?

Total in all states	656.8
In West Virginia	611.8

How many gas wells were in use at the end of the year?

Total in all states	656.8 See Letter
In West Virginia	611.8 5/6/20

What was the average rock pressure for the year of the gas wells owned?

Total in all states	265 "
In West Virginia	265

What was the total daily capacity at the end of the year of the gas wells owned?

Total in all states	
In West Virginia	

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states	
In West Virginia	

Form No. 6—A.

Gas and Oil

A part of the report of United Fuel Gas Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states

Industrial 218

Domestic 36,305

In west Virginia

Industrial 162

Domestic 24,528

To what cities and towns is gas supplied? Ironton, O.; Huntington & Charleston, W. Va.; Ashland & Catlettsburg, Ky.; Sundry small towns in Ky., Ohio & W. Va.

To what gas companies, if any, is gas sold? Columbia Gas & El. Co.; Ohio Fuel Supply Co. Cent. Ky. Nat. Gas Co.; Louisville Gas & El. Co.; Hope Nat. Gas Co.; Pgh. & W. Va. Gas Co.; Charleston-Dunbar Nat. Gas Co.; Falling Rock Canl. Coal Co.

How many cubic feet of gas were sold during the year?

Total number in all states 51,650,275

To other gas companies 18,668

Name of company

Falling Rock Cannel Coal Co.	18,668
Columbia Gas & El. Co.	7,301,647
The Ohio Fuel Supply Co.	9,455,428
Cent. Ky. Nat. Gas Co.	1,668,896
Louisville Gas & El. Co.	2,704,920
Portsmouth Gas Co.	1,439,085
Hope Natural Gas Co.	7,461,440
Pgh. & W. Va. Gas Co.	6,222,967
Charleston-Dunbar Nat. Gas Co.	55,385

To industrial consumers 2,494,580

To domestic consumers 5,927,559

In West Virginia

To other gas companies

Name of company

Columbia Gas & El. Co.	7,301,647
The Ohio Fuel Supply Co.	2,455,428
Hope Natural Gas Co.	7,461,440
Pittsburgh & West Va. Gas Co.	6,222,967
Charleston-Dunbar Nat. Gas Co.	55,385
Falling Rock Cannel Coal Co.	18,668

To industrial consumers 6,286,926

To domestic consumers 4,336,112

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states ..... .1216 cents.

To other gas companies

Name of company (See Above) .1018 "

" "

" "

" "

" "

" "

To industrial consumers ..... .1492 "

To domestic consumers ..... .1985 "

In West Virginia ..... "

To other gas companies

Name of company (See Above) .0926 "

" "

" "

" "

" "

" "

To industrial consumers ..... .1091 "

To domestic consumers ..... .1728 "

Form No. 6—B.

Gas and Oil

A part of the report of United Fuel Gas Company.

If this company purchases gas, from whom or what company or companies does it purchase? See attached list

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states See attached list 12,086,690

From other gas companies.

Name of Companies.

From all other sources

Total in West Virginia 11,412,463

From other gas companies.

Name of Companies.

From all other sources See attached list

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states .0373 cents

To other gas companies.

Name of Companies.

To other persons or individuals "

In West Virginia See attached list .0359 "

To other gas companies.

Name of Companies.

To other persons or individuals "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending ~~December 31st~~,

	Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
(B)	1	10"		Kentucky
(B.19)	1	10"		"
(B.M.22)	1	16"		"
(F)	1	14"		Ohio & Ky.
(G)	1	10"		"
	1	(6" M.B. line at Huntington)		Ohio

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

	Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
(B)	1	10"		Kentucky
(B.M.22)	1	10"		"

Does this company pipe gas through its lines for other persons or companies? No

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? See Real Estate list on Form 6-U continued.

Form No. 8—U Continued

Public Utility

A part of report of United Fuel Gas Company.

1919		1919
	GAS PURCHASED	
	Rate	M. Cu. Ft.
Ohio		
Welch & Lowman	.0300	14,432
Kentucky:		
John Murphy		
Ohio Oil, Gas & Dist. Co.		
Union Gas & Oil Co.	.0620	659,795
West Virginia:		
Anderson Oil & Gas Co.		
Belvard Oil & Gas Co.		
Blackshere Oil & Gas Co.		
Blue Creek Con. Oil Co.		
Carter Oil Co.		
Central Wayne Oil & Gas Co.		
Charleston-Clendenin Oil & Gas Co.		
Charleston-Dunbar Natural Gas Co.		
Clendenin Oil & Gas Co.		
Columbian Carbon Co.		
Crawford, J. E.		
DePue Gas Co.		
East Lynn Oil & Gas Co.		
Eastern Petroleum Co.		
Empire Petroleum Co.		
Fisher Oil Co.		
Gascoal Oil Co.		
Greenleaf & Starcher		
J. O. Jackson Co.		
Kanawha City Oil & Gas Co.		
Koontz, L.		
Latty Oil & Gas Co.		
Little Sycamore Oil & Gas Co.		
McCray, D. D.		
McCormick, David et al		
Meteor Carbon Co.		
Navajo Gas Co.		
Ohio Cities Gas Co. & Fisher Oil Co.		
Ohio Fuel Oil Co.		
Ohio Fuel Oil Co. & Suffey Gillespie Oil Co.		
Ohio Oil, Gas & Dist. Co.		
O'Connell Oil Co.		
Owens Bottle Machine Co.		
Pelham Oil & Gas Co.		
Priddie Oil & Gas Co.		
Sahley & Shaff		
Sayer Gas Co.		
Silman, Peter		
South Penn Oil Co.		
Stanton, E. C.		
Stonewall Oil & Gas Co.		
Wayland Oil & Gas Co.		
Sun Oil Co.	.0359	11,412,463
Cabin Creek Gas Co.		
Grand Total.....	.0373	12,086,690

Form No. 7

Gas and Oil

A part of the report of United Fuel Gas Company.

How many acres of undeveloped oil leases are controlled by the company making this report?	
Total	533.00
In West Virginia	533.00
How many acres of developed oil leases?	
Total See Form 6 for Oil & Gas leases	None
In West Virginia	"
How many producing oil wells were owned at the beginning of the year?	
Total	140.5
In West Virginia	139.5
How many producing oil wells were drilled during the year?	
Total Drilled and purchased	24.6
In West Virginia	24.6
How many oil wells were abandoned during the year?	
Total abandoned and sold	2.5
In West Virginia	2.5
How many producing oil wells were owned at the end of the year?	
Total	162.6
In West Virginia	161.6
What was the total average daily production of oil for last year?	
Total	753.18 Bbls.
In West Virginia	751.77 "
What was the total average daily production of oil for this year?	
Total	647.42 "
In West Virginia	646.97 "
What was the total production of oil for the month of December, this year?	
Total	18,258.50 "
In West Virginia	18,245.44 "
What was the total production of oil for the year?	
Total	236,308.83 "
In West Virginia	236,143.02 "
What was the average price per barrel received for oil sold during the year?	
Total	4.245
In West Virginia	4.546
If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?	
Total	None
In West Virginia	"
What was the total number of barrels of oil transported through the pipe lines of this company for the year?	
Total	"
In West Virginia	"
What does this company charge for transporting oil through its pipe lines?	"

Form No. 8—U.

Public Utility

A part of the report of United Fuel Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-84
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Assessed by Bd. of Pub. Wks.
BOONE COUNTY					
Crook	12,168.00	-	-	$ 12,168.00	$ 19,408.00
Peytonia	1,670.00	-	-	1,670.00	2,663.00
Scott	19,345.34	4	-	31,442.32	50,150.00
Sherman	12,601.55	-	-	11,101.55	17,706.00
Washington	1,699.00	1	-	3,539.00	5,645.00
	47,483.89	5	-	$ 59,920.87	$ 95,572.00
BRAXTON COUNTY					
Rosedale	-	-	-	$ 101.76	$ 163.00
Otter	-	-	-	46.81	73.00
Salt Lick	-	-	-	52.08	83.00
				$ 200.65	$ 319.00
CABELL COUNTY					
City of Barboursville	-	-	3.92	$ 5,649.18	$ 9,010.00
Barboursville	-	-	6.64	52,284.52	83,393.00
Culloden	-	-	-	8.25	13.00
Grant	9,364.40	-	20.32	265,763.86	423,892.00
Guyandotte	-	-	7.29	36,633.87	58,435.00
City of Huntington	-	-	109.29	327,829.10	522,867.00
" " Milton	-	-	-	81.20	129.00
Union	66.50	-	-	66.50	105.00
	9,430.90	-	147.46	$ 688,316.48	$ 1,097,864.00
CALHOUN COUNTY					
Washington	-	-	10.48	$ 125,583.30	$ 200,305.00
CLAY COUNTY					
Buffalo	230.00	-	-	$ 291.83	$ 464.00
Henry	20,327.67	-	-	54,378.45	86,733.00
Otter	666.00	-	-	666.00	1,062.00
Pleasants	7,744.50	-	-	3,441.86	8,678.00
Union	16,498.28	16	25.60	291,149.33	464,387.00
	45,466.45	16	25.60	$ 351,927.49	$ 561,324.00
FAYETTE COUNTY					
Falls	9,048.00	-	-	$ 9,048.00	$ 14,432.00
Kanawha	473.36	-	-	473.36	754.00
	9,521.36	-	-	$ 9,521.36	$ 15,186.00
GILMER COUNTY					
Center	19.50	-	13.40	$ 164,156.77	$ 261,829.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of United Fuel Gas Company.

	JACKSON COUNTY				
City of Ravenswood,	-	-	3.84	$ 9,171.38	$ 14,628.00
Ravenswood	1,840.22	-	17.95	206,592.29	329,514.00
City of Ripley	-	-	2.83	4,199.75	6,697.00
Ripley	8,761.50	-	5.00	19,575.48	31,225.00
Union	534.50	-	-	534.50	852.00
Washington	19,295.50	30.30	28.94	195,572.21	311,937.00
	22,431.72	30.30	58.56	$ 435,645.61	$ 694,854.00
	KANAWHA COUNTY				
Big Sandy	46,828.51	117	97.31	$1460,174.86	$ 2328,978.00
Cabin Creek	36,155.84	25	26.55	821,775.28	1310,731.00
City of Charleston	-	-	91.57	346,482.04	552,639.00
Charleston	2,173.95	-	11114	27,318.30	43,572.00
City of Clendennin	-	3	7.89	87,217.02	139,378.00
" " East Bank	-	-	2.96	2,522.28	4,023.00
Elk	111,403.79	24	94.18	766,344.85	1232,175.00
Jefferson	497.50	-	2.11	22,500.31	35,888.00
Loudon	24,840.00	1	13.91	54,266.65	86,554.00
Malden	24,700.11	2	7.87	68,185.46	108,755.00
Poca	16,225.37	2	13.25	63,497.34	101,278.00
City of S. Charleston	-	-	9.70	19,679.40	31,388.00
Union	5,344.74	-	21.89	491,447.39	783,858.00
Washington	5,503.00	-	-	5,428.00	8,658.00
	273,672.81	174	400.33	$4236,839.18	$ 6767,875.00
	LINCOLN COUNTY				
Carroll	136.00	-	2.59	$ 31,049.42	$ 49,523.00
Duval	11,283.45	1	-	38,507.60	61,419.00
Jefferson	10,983.00	1	-	12,245.00	19,534.00
Laurel Hill	397.00	-	-	198.50	316.00
Sheridan	125.00	-	-	125.00	199.00
Union	2,683.50	-	-	1,871.00	2,984.00
Washington	657.00	1	-	1,628.50	2,597.00
	26,264,95	3	2.59	$ 85,625.02	$ 136,572.00
	LOGAN COUNTY				
Chapmansville	2,986.50	5	17.88	$ 103,709.78	$ 165,416.00
City of Logan	-	-	3.69	12,042.45	19,207.00
Logan	1,366.00	1	5.71	18,397.75	29,345.00
	4,352.50	6	27.28	$ 134,149.98	$ 213,968.00
	MASON COUNTY				
Arbuckle	204.00	-	-	$ 204.00	$ 325.00
Clendenin	667.00	-	-	667.00	1,064.00
Cooper	124.50	-	-	124.50	198.00
Hannan	1,097.00	-	-	1,097.00	1,750.00
Union	942.00	-	-	942.00	1,502.00
	3,034.50	-	-	$ 3,034.50	$ 4,839.00
	MINGO COUNTY				
Hardee	58.00	-	-	$ 63.25	$ 100.00
Harvey	3,639.17	-	5.83	61,318.08	97,802.00
City of Kermit	61.00	4	5.03	171,261.40	273,161.00
Lee	-	-	3.39	9,821.16	15,664.00
Maynard	61.50	-	8.03	23,305.27	37,174.00
Warfield	8,014.00	15	24.29	152,685.17	243,533.00
City of Williamson	-	-	11.16	32,941.37	52,541.00
	11,833.67	19	57.73	$ 451,395.70	$ 719,975.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of United Fuel Gas Company.

PUTNAM COUNTY					
Buffalo	265.00	-	-	$ 265.00	$ 423.00
Curry	6,176.75	1	12.16	130,061.32	207,447.00
Curry Sub #1	140.00	-	3.40	19,048.25	30,382.00
Grant-	-	-	-	166.81	265.00
City of Hurricane	2.00	-	3.18	5,820.64	9,283.00
Pocatalico	2,608.00	-	14.72	69,739.96	111,234.00
Scott	377.50	-	10.65	59,620.70	95,094.00
Teays Valley	10,096.00	1	3.24	35,519.03	56,653.00
Union	23.00	-	-	289.00	464.00
	19,688.25	2	47.35	$320,550.71	$ 511,245.00
RALEIGH COUNTY					
Clear Fork	21,700.77	-	-	$ 21,700.77	$ 34,756.00
Marsh Fork	39,136.45	-	-	39,136.45	62,423.00
Trap Hill	4,782.55	-	-	4,782.55	7,627.00
Town	981.18	-	-	981.18	1,565.00
	66,600.95		-	$ 66,600.95	$ 106,371.00
ROANE COUNTY					
City of Alvord	-	-	1.02	$ 1,020.58	$ 1,627.00
Curtis	17,171.74	65.5	44.33	505,829.74	806,797.00
Geary	51,832.80	126	93.46	703,339.47	1121,826.00
Harper	8,056.02	2	6.63	18,622.96	29,702.00
City of Reedy	-	-	2.04	2,042.76	3,258.00
Reedy	2,061.50	-	5.97	7,455.71	11,899.00
Smithfield	25,048.14	27.5	32.24	115,598.56	184,379.00
City of Spencer	-	1	5.06	82,094.39	130,940.00
Spencer Ind.	-	-	4.08	3,884.26	6,195.00
Spencer	19,136.23	51.5	34.23	228,165.90	363,923.00
Walton	23,297.96	81	67.09	494,622.07	788,922.00
	146,604.39	354.5	296.15	$2162,676.40	$3449,468.00
WAYNE COUNTY					
Butler	8,463.00	-	9.02	$ 66,494.46	$ 106,058.00
City of Ceredo	-	-	3.48	7,860.99	12,537.00
Ceredo	-	-	20.96	79,164.74	126,267.00
City of East Lynn	-	-	1.59	1,541.80	2,458.00
" " Fort Gay	-	-	2.15	4,799.71	7,654.00
Grant	120.00	-	-	120.00	199.00
City of Kenova	-	-	12.66	36,149.89	57,656.00
Lincoln	2,952.00	-	3.64	25,392.12	40,500.00
Stonewal	16.00	-	10.00	30,906.30	49,295.00
Union	82.00	2	1.58	6,080.04	9,698.00
City of Wayne	-	-	-	69.06	110.00
	11,633.00	2	65.08	$ 258,579.11	$ 412,434.00
Totals,	698,038.84	611.8-1152.01		$9555,647.58	$15,250,000.00

Form No. 9 U.

Public Utility

A part of the report of the United Fuel Gas Company

1919 EXPLANATORY REMARKS 1919

Prices on Pipe Lines are based on actual cost, including all material, labor constructing, rights of way, etc., less five per cent. per year for each year lines have been laid.

Other material is priced at approximately 75 per cent. of cost when new.

Material in stock at cost, Buildings, compressor stations, etc. are included at cost less depreciation.

Office furniture and horses and wagons are priced at 50 per cent. of cost.

State of West Virginia }
County of Kanawha } ss

I, THE UNDERSIGNED, L. A. Seyffert Secretary and Treasurer
Name of Officer. *Official Title.*

of the United Fuel Gas Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value* to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the before-mentioned property would sell if voluntarily offered for sale upon such terms as such property is usually sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

L. A. Seyffert,

Secretary and Treasurer
Official Title.

SUBSCRIBED AND SWORN TO before me this 30th day of March 1920

D. C. Jay,

My commission expires March 2, 1925.
Notary Public

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

Reserve Report Bd. Pub. Wks., W. Va. Ex. 12.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the Reserve Gas Company.

1. Name of company making this report Reserve Gas Company
2. Nature of company, whether person or persons, association or corporation Corporation
3. Organized under the laws of what state West Virginia
4. Location of Principal Office 424 Sixth Avenue, Pittsburgh, Pa.
5. Location of Principal Place of Business in West Virginia Empire Building, Clarksburg, West Virginia
6. Name of President and his address in full George H. Jones 26 Broadway, New York City.
7. Name of Secretary and his address in full Christy Payne, 424 Sixth Avenue, Pittsburgh, Pa.
8. Name of General Manager and his address in full John M. Corrin 424 Sixth Avenue, Pittsburgh, Pa.
9. Name of Chief Officer or Managing Agent in W. Va., and his address in full J. J. Evans, General Superintendent, Clarksburg, West Virginia
10. Name of Tax Agent and his address in full Christy Payne, 424 Sixth Avenue, Pittsburgh, Pa.
11. Name and full address of officer to whom correspondence regarding this report should be addressed Christy Payne (*Name*) Secretary (*Title*) 424 6th Ave. Pittsburgh, Pa. (*Address*)
12. Date of annual meeting of stockholders Second Tuesday in April
13. The books of the company are closed for the year on what date December 31st.
14. If a consolidated company, name the constituent companies No.

REMARKS.

322

Number of pages of your report. This is PAGE 1.

Reserve Report Bd. Pub. Wks. W. Va. Ex. 12

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of Reserve Gas Company.

What is the amount of the authorized capital stock?	$ 4,000,000.00
How much of the capital stock has been issued?	$ 4,000,000.00
How many shares of common stock issued?	$ 40,000.
How many shares of preferred stock issued?	$
What is the par value, per share, of the common stock?	$ 100.00
What is the par value, per share, of the preferred stock?	$
What is the market value, per share, of the common stock	$
What is the market value, per share, of the preferred stock?	$
If stock is not on the market, at what is it valued per share? Book Value is	$ 166.66
How much of the stock was paid for in cash?	$ 4,000,000.00

What was the consideration for stock issued, but not paid for in cash?

If any part of the stock was not paid for in cash, was the consideration equivalent to cash?

How much bonus stock, if any, was issued? None $

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
	None			
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Current Bills, Etc.				211,577.14
Totals				

Accounts receivable, December 31, 1919 $ 410,385.45

This company began business or was acquired by the present owners or operators

(month) April (day) 16th (year) 1902

Investment. (By present owners.)

Stock issued (money value)	$ 4,000,000.00	
Amount realized from sale of bonds	$	
Earnings put into plant	$ 3,432,557.81	
	$	
Total investment or cost (entire plant)		$ 7,432,557.81
What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds?		$ 7,432,557.81
What would be the approximate cost of reproducing the entire plant new?		Impossible to answer on account of leaseholds owned.
What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia?		$ Do.
What is the total value of the entire plant, as shown by the books of the Company?		$ 5,203,166.81
What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company?		$ 5,203,166.81

3½%, 4%, 4½% and 3&3/4% U.S. Liberty Bonds to a par value of $347,450.00 have been deducted for assessment purposes from the above answers.

Reserve Report Bd. Pub. Wks., W. Va. Ex. 12.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of Reserve Gas Company.

What were the total gross earnings (including all sums earned or charged, whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31 1919 in all States? $3,578,062.34

in West Virginia $3,578,062.34

How much of the gross earnings resulted from business actually done in West Virginia? $3,578,062.34

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $3,578,062.34

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states? None

What were the total operating and maintenance expenses including interest and taxes in all states? $2,408,872.55

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $2,408,872.55

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states? None

What were the net earnings in West Virginia for the year ending December 31, ? $1,169,190.79

What were the total net earnings, in all states, for the year ending December 31, ? $1,169,190.79

What dividends were declared during the year on common stock? 15 per cent; amount $600,000.00

What dividends were declared during the year on preferred stock? ____ per cent; amount $ None

When were the dividends declared on common stock? 3/22/19-12/20/19 referred Stock? $ None

Interest paid on Funded Debt during the year $ None

Interest paid on Unfunded Debt during the year $ 1,853.00

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a diviation occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS.

Form No. 8—U Continued

Public Utility

A part of report of Reserve Gas Company

WEST VA. 1920

"NOTE FOR FOOT OF PAGE NO. 3"

The company suffered a decline of 21.12% in the rock pressure of its gas fields during the year 1919 and has deducted from Earnings, a Depletion of $891,513.14 in its return for Federal Income and Excess Profit Taxes. This depletion item is not deducted from the earnings on Page 3 of this return; nor has any account been taken of depletion in any of the statements rendered herein. On Page 4½ the amount of this depreciation is shown to be $322,419.43 for the year 1919; this depreciation is applied only to tangible property such as Pipe Lines and Compressing Stations and not to Leaseholds; and is at conservative rates, for instance;- On Field and Main Lines 5%, on City Plants 3% and somewhat higher rates on Automobiles, Teaming Investment and such property subject to rapid deterioration.

Wish to note also the additions to Investment as shown on Page 5, $870,210.19 and that in spite of such expenditures, the amount of gas which the company was able to produce, purchase and sell was greatly below 1918 deliveries, The plant was actually worth less as a gas plant at the end of the year thanat the beginning, the decline in the supply more than overcoming all the money reinvested. The exhaustion of gas is constantly lessening the value of the tangible investment beyond mere wear and tear and in spite of maintenance expenditures, it is not possible to avoid depreciation due to either of these causes.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the Reserve Gas Company

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 10,000.00	$
Salaries and Expenses of General Office Employees	43,165.65	
Miscellaneous Expenses of General Office (Office Supplies, Etc.)		Same
Leagl Expenses	1,330.87	
Private Telephone Lines	1,587.34	
		Same
Prospecting and Lease Expenses:		
Salaries	2,748.85	
Purchase of Leases		
Rental of Leases	66,338.56	
Drilling ~~Unproductive~~ Wells Labor & Teaming	352,181.50	
Production Expenses:		
Superintendent and Salaries	18,339.34	
Royalties	185,615.84	
Operating Gas Wells & Field Lines	117,437.62	
Operating Oil Wells	23,165.47	Same
Repairs to Gas Wells	350,934.72	
Repairs to Oil Wells	2,520.08	
Transportation Expenses:		
Superintendence and Salaries	2,022.50	
Operating Transportation Lines	20,336.54	
Operating Pump Stations	196,852.94	
Operating Pressure Stations	7,666.27	
Repairs of Transportation Lines	17,068.31	
Repairs of Pumping Station Equipment	239,935.14	Same
Carried Forward to Form No. 3 U.—A.—Continued	1,639,447.54	Same

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of Reserve Gas Company.

Brought forward from Form No. 3 U.—A.	$ 1,639,447.54	$
Taxes:		
License or Charter Taxes	790.00	
General Property Taxes	107,593.07	
Federal Excess Profits Tax	39,389.71	
Federal Income Tax		Same
Other Federal Taxes	9,625.00	
Miscellaneous Taxes	8,852.89	
Interest and Discount:		
On Bonds and other Funded Debt		
On Unfunded Debt	1,853.00	
Gas Purchased	135,315.85	
Miscellaneous Expense which can not be set out under the above headings: (Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.) (Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
Sick and Disability	5,530.73	
City Plants, Salaries, Agents, etc.	3,252.28	
Cancelled & Surrendered Leases	1,314.09	
Miscellaneous Expense	9,565.10	
Cleaning Out Tools	29,747.81	
Gasoline	338,792.51	
Teams - Maintaining	45,688.37	
Coal Expense	26,711.84	
P. & L. Suspense Account	5,408.76	
Totals	2,408,878.55	

What amount, if any, should be charged off for depreciation? $ 322,419.43 $

What is considered a fair rate of depreciation?

What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?

Form No. 4—U

Public Utility

A part of the report of Reserve Gas Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
New Lines, Pipe, Fittings, etc.	179,645	.57		
Pipe & Equipment in Gas Wells	185,898	.38		
Leaseholds	4,574	.72		
Telegraph & Telephone Lines	269	.42		
Natural Gas Meters	4,757	.52		
Measuring Stations	1,573	.47		
Compressing Stations	259,068	.24		
Office Furniture	387	.79		
Buildings	5,011	.48		
Gasoline	120,728	.74		
Oil Investment	23,912	.22		
Drilling & Cleaning Out Tools	19,655	.56		
Teaming	6,218	.18		
Coal	61,655	.84		
Total	870,210	.19		

Form No. 5.

Gas and Oil:

A part of the report of Reserve Gas Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
2"	32.642	None	15.74 Yrs.
3"	31.207	"	11.40 "
4"	55.229	"	6.65 "
5-3/16"	8.875	"	4.60 "
6"	151.895	"	5.62 "
6¼"	2.552	"	2.98 "
6-5/8"	7.262	"	4.30 "
8"	15.324	"	7.32 "
8¼"	.814	"	8.64 "
10"	56.781	"	7.33 "
12"	90.758	"	10.58 "
16"	68.687	"	5.93 "
18"	3.620	"	5.63 "
20"	.010	"	9.00 "
24"	.017	"	3.84 "

TOTAL MILAGE. 525.676

Form No. 6

Gas and Oil

A part of the report of Reserve Gas, Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	4,663,875
In West Virginia	4,663,875

How many acres of developed gas leases?

Total in all states	51,467.82
In West Virginia	51,467.82

How many producing gas wells were owned at the beginning of the year?

Total in all states	688
In West Virginia	688

How many producing gas wells were drilled during the year?

Total in all states	51
In West Virginia	51

How many "dry" wells were drilled during the year?

Total in all states	1
In West Virginia	1

How many gas wells were purchased during the year?

Total in all states	4
In West Virginia	4

How many gas wells were abandoned during the year?

Total in all states	4
In West Virginia	4

How many gas wells were sold during the year?

Total in all states	4
In West Virginia	4

How many producing gas wells were owned at the end of the year?

Total in all states	735
In West Virginia	735

How many gas wells were in use at the end of the year?

Total in all states	Don't know
In West Virginia	"

What was the average rock pressure for the year of the gas wells owned?

Total in all states	"
In West Virginia	"

What was the total daily capacity at the end of the year of the gas wells owned?

Total in all states	"
In West Virginia	"

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states 57,686,327 ÷ 740	77,654
In West Virginia	77,654

Form No. 6—A.

Gas and Oil

A part of the report of Reserve Gas Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states — Free Consumers 326

Industrial 53

Domestic 521

In west Virginia — Free Consumers 326

Industrial 53

Domestic 521

To what cities and towns is gas supplied? Wilsonburg, Camden, Reynoldsville and Country Districts

To what gas companies, if any, is gas sold? Union Natural Gas Corp'n and Hope Natural Gas Co

How many cubic feet of gas were sold during the year?

Total number in all states 22,178,819 M cu.ft

To other gas companies.

Name of company 20,864,621 "

Same as above

To industrial consumers 1,235,769 M cu.ft

To domestic consumers 78,429 "

In West Virginia

To other gas companies

Name of company 20,864,621 "

Union Natural Gas Corporation

Hope Natural Gas Company

To industrial consumers 1,235,769 M cu.ft

To domestic consumers 78,429 "

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states .0922 cents.

To other gas companies

Name of company .0879 "

Same as above "

"

"

"

"

"

To industrial consumers .1500 "

To domestic consumers .2431 "

In West Virginia "

To other gas companies

Name of company .0879 "

"

Same as above "

"

"

"

To industrial consumers .1500 "

To domestic consumers .2431 "

Form No. G-B.

Gas and Oil

A part of the report of Reserve Gas Company.

If this company purchases gas, from whom or what company or companies does it purchase? See List Attached

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states	1,267,373 M cu.ft.
From other gas companies.	
Name of Companies.	
Weston Carbon Co.	205,617 M cu.ft.
H. H. Edinger	138,491 M cu.ft.
Ewing Oil Co.	160,746 M cu.ft.
From all other sources	762,519 M cu.ft.
Total in West Virginia	1,267,373 M cu.ft.
From other gas companies.	
Name of Companies.	
Weston Carbon Co.	205,617 M cu.ft.
H. H. Edinger	138,491 M cu.ft.
Ewing Oil Co.	160,746 M cu.ft.
From all other sources	762,519 M cu.ft.

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states	.1068 cents
To other gas companies.	
Name of Companies.	
Weston Carbon Co.	.0700 "
H. H. Edinger	.0759 "
Ewing Oil Co.	.0800 "
	"
To other persons or individuals	.1283 "
In West Virginia	"
To other gas companies.	
Name of Companies.	
Weston Carbon Co.	.0700 "
H. H. Edinger	.0759 "
Ewing Oil Co.	.0800 "
	"
To other persons or individuals	.1283 "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
2	16"	15,424,719 M cu.ft.	Ohio

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
None	None	None	None

Does this company pipe gas through its lines for other persons or companies? No

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? Sites for Compressing Stations, etc.

Reserve Report Bd. Pub. Wks., W. Va. Ex. 12.

Form No. 8—U.

Public Utility

A part of the report of Reserve Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

WEST VA. 1920

COMPANIES & INDIVIDUALS FROM WHOM GAS WAS PURCHASED

H. H. Edinger

Weston Carbon Company

Broaddus College

T. A. Whelan

Linn S. Horner, Trustee

Louis Bennett

Ewing Oil Company

L. Stephens

Sunburn Oil & Gas Company

Hope Natural Gas Company

Form No. 7

Gas and Oil

A part of the report of Reserve Gas Company.

How many acres of undeveloped oil leases are controlled by the company making this report?	
Total	Don't know of any
In West Virginia	" "
How many acres of developed oil leases?	
Total	87.50
In West Virginia	87.50
How many producing oil wells were owned at the beginning of the year?	
Total	7
In West Virginia	7
How many producing oil wells were drilled during the year?	
Total	2
In West Virginia	6
How many oil wells were abandoned during the year?	
Total	1
In West Virginia	1
How many producing oil wells were owned at the end of the year?	
Total	12
In West Virginia	12
What was the total average daily production of oil for last year?	
Total	17.171
In West Virginia	17.171
What was the total average daily production of oil for this year?	
Total	29.88
In West Virginia	29.88
What was the total production of oil for the month of December, this year?	
Total	702.17
In West Virginia	702.17
What was the total production of oil for the year?	
Total	10,906.13
In West Virginia	10,906.13
What was the average price per barrel received for oil sold during the year?	
Total	4.17
In West Virginia	4.17
If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?	
Total	No
In West Virginia	"
What was the total number of barrels of oil transported through the pipe lines of this company for the year?	
Total	None
In West Virginia	"
What does this company charge for transporting oil through its pipe lines?	"

Reserve Report Bd. Pub. Wks., W. Va. Ex. 12.

Form No. 8—U.

Public Utility

A part of the report of Reserve Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-29
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Assessed by Bd. of Pub. Wks.
DODDRIDGE COUNTY					
Cove	-	-	18.72	$ 138,751.27	$ 199,720.56
South West	60.00	-	15.86	117,931.28	168,052.82
	60.00	-	34.58	$ 256,682.55	$ 367,773.38
HARRISON COUNTY					
Clark	3,962.03	55	22.29	$ 210,052.53	$ 299,324.86
Coal	2,584.81	48	33.65	813,053.45	1158,601.17
Grant	641.50	11	3.44	33,131.28	47,215.07
Ten Mile	-	-	1.96	2,613.15	3,723.74
Union	15,665.31	225	84.27	903,861.22	1288,032.24
	22,853.65	339	145.61	$1962,711.63	$2796,897.08
LEWIS COUNTY					
Court House	3,757.38	61	22.62	$ 212,840.76	$ 303,298.08
Town of Weston	-	-	-	99,915.38	142,679.42
Freeman's Creek	28,454.61	320	207.36	2915,284.89	4154,280.97
Hackers Creek	993.85	15	5.81	54,988.50	78,358.61
	33,205.84	396	235.79	$3285,029.53	$4678,617.08
PLEASANTS COUNTY					
Grand	-	-	9.09	$ 85,023.60	$ 121,158.63
Jefferson	-	-	13.93	113,542.51	161,798.08
	-	-	23.02	$ 198,566.11	$ 282,956.71
RITCHIE COUNTY					
Town of Ellenboro	-	-	1.37	$ 10,426.87	$ 14,858.29
Clay	-	-	27.64	206,660.73	294,491.54
Grant	-	-	19.86	146,997.02	209,470.75
Union	-	-	11.11	82,085.27	116,928.76
	-	-	59.98	$ 446,139.89	$ 635,749.34
WOOD COUNTY					
Union	-	-	6.56	$ 63,014.20	$ 89,795.24
Williams	-	-	12.65	104,007.84	148,211.17
	-	-	19.21	$ 167,022.04	$ 238,006.41
Total	56,119.49	735	518.19	$6514,151.75	$9000,000.00

Form No. 9 U.

Public Utility

A part of the report of the Reserve Gas Company.

EXPLANATORY REMARKS

The Unit prices used on pipe and materials are approximately those approved some years ago by Tax Commissioners Townsend and Dillon; the same prices substantially have been used eadh year since that time, and have formed a fair guide, together with a relatively equal rate on leaseholds for several years, for the division of taxes if not for the ascertainment of true and actual value of unit prices in a going concern.

State of Pennsylvania }
County of Allegheny } ss

I, THE UNDERSIGNED, H. D. Beardsley *Name of Officer.* Treasurer *Official Title.*

of the Reserve Gas Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value* to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the before-mentioned property would sell if voluntarily offered for sale upon such terms as such property is usually sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

H. D. Beardsley

Treasurer
Official Title.

SUBSCRIBED AND SWORN TO before me this 25th day of March 1920

O. A. Kinley,

My Commission Expires March 25, 1921.
Notary Public

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the Carnegie Natural Gas Company.

1. Name of company making this report Carnegie Natural Gas Company
2. Nature of company, whether person or persons, association or corporation Corporation
3. Organized under the laws of what state Pennsylvania
4. Location of Principal Office Pittsburgh, Pa.
5. Location of Principal Place of Business in West Virginia Moundsville, Marshall Co., W. Va.
6. Name of President and his address in full D. M. Clemson, Carnegie Building, Pittsburgh, Pa.
7. Name of Secretary and his address in full W. W. Blackburn, Carnegie Building, Pittsburgh, Pa.
8. Name of General Manager and his address in full S. W. Meals, Carnegie Building, Pittsburgh, Pa.
9. Name of Chief Officer or Managing Agent in W. Va., and his address in full
10. Name of Tax Agent and his address in full Have none
11. Name and full address of officer to whom correspondence regarding this report should be addressed

H. L. Smith	Auditor	Pittsburgh, Pa.
(Name)	*(Title)*	*(Address)*

12. Date of annual meeting of stockholders Second Tuesday in February
13. The books of the company are closed for the year on what date December 31st.
14. If a consolidated company, name the constituent companies

REMARKS.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of Carnegie Natural Gas Company.

What is the amount of the authorized capital stock?	$ 300,000.00
How much of the capital stock has been issued?	$ 300,000.00
How many shares of common stock issued?	$ 6,000
How many shares of preferred stock issued?	$ None
What is the par value, per share, of the common stock?	$ 50.00
What is the par value, per share, of the preferred stock?	$ -
What is the market value, per share, of the common stock	$ Not on Market
What is the market value, per share, of the preferred stock?	$ -
If stock is not on the market, at what is it valued per share?	$ -
How much of the stock was paid for in cash?	$ All

What was the consideration for stock issued, but not paid for in cash?

If any part of the stock was not paid for in cash, was the consideration equivalent to cash?

How much bonus stock, if any, was issued? $ None

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
None				
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Current Accounts Payable				1,302,098.33
Totals				

Accounts receivable, December 31, $ 396,412.01

This company began business or was acquired by the present owners or operators March 10th, 1886 and licensed to transact business in West Virginia, April 13th, 1900.(Year)

Investment. (By present owners.)

Stock issued (money value)	$ 300,000.00
Amount realized from sale of bonds	$ None
Earnings put into plant	$ 4,245,238.00
	$
Total investment or cost (entire plant) Book Value	$ 4,545,238.00

What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds? Cannot tell, did not keep separate record

What would be the approximate cost of reproducing the entire plant new? Cannot tell

What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia? $ "

What is the total value of the entire plant, as shown by the books of the Company? $ 4,545,238.00

What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company? No Separate Account Kept. $

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Carnegie Report Bd. Pub. Wks., W. Va. Ex. 13

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of Carnegie Natural Gas Company.

What were the total gross earnings (including all sums earned or charged ,whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, in all States? $3,316,055.77

in West Virginia $2,345,970.96

How much of the gross earnings resulted from business actually done in West Virginia? $2,345,970.96

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $2,345,970.96

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states?

Earnings were charged with estimated amount of gas passing through Pump Stations in West Virginia. Estimated for W.Va. 11,240,988,236 Cu. Ft.

What were the total operating and maintenance expenses including interest and taxes in all states? $ 3,016,330.80

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $ 2,261,407.24

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states?

Operating Expenses above are actual

What were the net earnings in West Virginia for the year ending December 31, ? $ 84,563.72

What were the total net earnings, in all states, for the year ending December 31, ? $ 299,724.97

What dividends were declared during the year on common stock None per cent; amount $ None

What dividends were declared during the year on preferred stock None per cent; amount $ "

When were the dividends declared on common stock? Preferred Stock? $ "

Interest paid on Funded Debt during the year $ None

Interest paid on Unfunded Debt during the year $ "

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a diviation occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the Carnegie Natural Gas Company

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 35,498.30	$ 29,818.57
Salaries and Expenses of General Office Employees	48,199.35	28,350.33
Miscellaneous Expenses of General Office (Office Supplies, Etc.)	33,383.20	23,728.70
Leagl Expenses	2,258.64	1,913.14
	119,339.49	83,810.74
Prospecting and Lease Expenses:		
Salaries	7,352.90	7,052.07
Purchase of Leases	4,410.13	2,116.52
Rental of Leases	125,045.01	65,135.00
Drilling unproductive Wells	290,080.30	223,413.84
	426,888.34	297,717.43
Production Expenses:		
Superintendent and Salaries	258,959.68	202,123.93
Royalties	198,053.52	153,045.45
Operating Gas Wells		
Operating Oil Wells	1,084,710.18	837,827.26
Repairs to Gas Wells		
Repairs to Oil Wells	144,234.64	120,564.36
	1,685,958.02	1,313,561.00
Transportation Expenses:		
Superintendence and Salaries	100,498.25	59,119.51
Operating Transportation Lines		
Operating Pump Stations	34,234.32	27,687.06
Operating Pressure Stations		
Repairs of Transportation Lines	109,899.18	94,955.05
Repairs of Pumping Station Equipment	49,321.66	35,259.30
	293,953.41	217,020.92
Carried Forward to Form No. 3 U.—A.—Continued	2,526,139.26	1,912,110.09

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of Carnegie Natural Gas Company.

Brought forward from Form No. 3 U.—A.	$ 2,526,139.26	$ 1,912,110.09
Taxes: War Income Tax,	32,491.40	27,292.77
License or Charter Taxes	283.76	283.76
General Property Taxes	88,982.92	76,511.69
Federal Excess Profits Tax		
Federal Income Tax	53,507.47	44,946.27
Other Federal Taxes	175,265.55	149,034.49
Miscellaneous Taxes		
Interest and Discount:		
On Bonds and other Funded Debt		
On Unfunded Debt		
Gas Purchased	109,060.69	27,335.81
Miscellaneous Expense which can not be set out under the above headings:		
(Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.)		
(Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
A * Depreciation.	205,865.30	172,926.85
* A - Have made charge to our Profit and Loss for 1919 of $205,865.30 for estimated general depreciation for 1919. $127,500.00 of which is estimated to be applicable to West Virginia investments as set forth above.		
* B - Opinions differ as to what would be a fair basis. We think average life of wells would be fairest and most equitable basis.		
* C - Uncertainties of the business, abandonment of wells and the rather short life of wells, etc.		
Totals	3,016,330.80	2,261,407.24

What amount, if any, should be charged off for depreciation? $ $

B What is considered a fair rate of depreciation?

C What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?

Form No. 4—U

Public Utility

A part of the report of Carnegie Natural Gas Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
40" Main Pipe Line,	127,338.	96		
20" Main Pipe Line,	13,562.	03		
Booster Station, Masontown,	6,295.	03		
Gasoline Plant, Lone Pine,	11,906.	27		
Gasoline Plant, Hundred,	8,914.	83	8,914.	83
Gasoline Plant, Woodruff,	13,878.	55	13,878.	55
	181,895.	64	22,793.	38
Total				

Form No. 5.

Gas and Oil:

A part of the report of Carnegie Natural Gas Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
1"	2.696	.275	
2"	51.227	12.779	
3"	82.104	27.408	
4"	80.685	21.680	
5"	.043	3.143	
6"	91.784	56.484	
8"	21.794	33.601	
10"	86.060	57.742	
12"	95.296	97.302	
16"	-	79.916	
20"	-	11.381	
24"	-	23.375	
40"	-	9.000	
TOTAL MILAGE.	511.669	434.086	

Form No. 6

Gas and Oil

A part of the report of Carnegie Natural Gas Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	89,108
In West Virginia	43,171

How many acres of developed gas leases?

Total in all states	70,817
In West Virginia	33,921

How many producing gas wells were owned at the beginning of the year?

Total in all states	774
In West Virginia	542

How many producing gas wells were drilled during the year?

Total in all states	71
In West Virginia	52

How many "dry" wells were drilled during the year?

Total in all states	23
In West Virginia	17

How many gas wells were purchased during the year?

Total in all states	None
In West Virginia	None

How many gas wells were abandoned during the year?

Total in all states	28
In West Virginia	23

How many gas wells were sold during the year?

Total in all states	None
In West Virginia	None

How many producing gas wells were owned at the end of the year?

Total in all states	817
In West Virginia	571

How many gas wells were in use at the end of the year?

Total in all states	809
In West Virginia	530

What was the average rock pressure for the year of the gas wells owned?

Total in all states	No Record Kept
In West Virginia	"

What was the total daily capacity at the end of the year of the gas wells owned?

Total in all states	"
In West Virginia	"

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states	"
In West Virginia	"

Form No. 6—A.

Gas and Oil

A part of the report of ____ Carnegie Natural Gas ____ Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states

Industrial ____ 6 Manufacturers ____ 20 Well Contractors

Domestic ____ 1,650

In west Virginia

Industrial ____ 12 Well Contractors

Domestic ____ 892

To what cities and towns is gas supplied? ____ None

To what gas companies, if any, is gas sold? Equitable Gas Company, Hope Natural Gas Company, Manufacturers Light & Heat Company & Jennings Oil Company.

How many cubic feet of gas were sold during the year?

Total number in all states ____ 13,402,307,275

To other gas companies

Name of company

To industrial consumers ____ 13,064,297,558

To domestic consumers ____ 338,009,717

In West Virginia

To other gas companies

Name of company	
Hope Natural Gas Company	161,793,000
Monongahela Valley Traction Co.	303,498,000
Manufacturers Light & Heat Co.	423,000
Wetzel Gas Company	7,318,017
Jennings Oil Company.	100,355
	473,132,372

To industrial consumers ____ 265,463,360

To domestic consumers ____ 142,968,217

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states ____ .143 cents.

To other gas companies

Name of company ____ "

To industrial consumers ____ .142 "

To domestic consumers ____ .194 "

In West Virginia ____ .16 "

To other gas companies

Name of company ____ "

To industrial consumers ____ .12 "

To domestic consumers ____ .072 "

Form No. 6—B.

Gas and Oil

A part of the report of Carnegie Natural Gas Compai

If that company purchases gas, from whom or what company or companies does it purchase?

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states	772,868,968
From other gas companies.	
Name of Companies.	
Equitable Gas Company	45,522,000
Peoples Natural Gas Company	118,279,000
Imperial Oil & Gas Company	262,163,565
W. H. Eddy Oil Company	28,553,264
From all other sources	325,351,139
Total in West Virginia	334,356,371
From other gas companies.	
Name of Companies.	
Imperial Oil & Gas Company	262,163,565
W. H. Eddy Company.	28,553,264
From all other sources	43,639,542

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states	.14 cents
To other gas companies.	
Name of Companies.	
	.183 "
	"
	"
	"
To other persons or individuals	.10 "
In West Virginia	.08 "
To other gas companies.	
Name of Companies.	
	.079 "
	"
	"
	"
To other persons or individuals	.10 "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
4	10	5,447,807,000	Penna.
2	12	4,367,483,000	

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
-	-	-	-

Does this company pipe gas through its lines for other persons or companies? No

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? All properties are listed on Form 8 A.

Form No. 7

Gas and Oil

A part of the report of Carnegie Natural Gas Company.

How many acres of undeveloped oil leases are controlled by the company making this report?	
Total	No Acreage held is supposed to be Gas Territory
In West Virginia	"
How many acres of developed oil leases?	
Total	11,495.75
In West Virginia	10,797.75
How many producing oil wells were owned at the beginning of the year?	
Total	105
In West Virginia	101
How many producing oil wells were drilled during the year?	
Total	38
In West Virginia	31
How many oil wells were abandoned during the year?	
Total	[illegible]
In West Virginia	None
How many producing oil wells were owned at the end of the year?	
Total	143
In West Virginia	132
What was the total average daily production of oil for last year?	
Total	328,249
In West Virginia	276,0[illegible]
What was the total average daily production of oil for this year?	
Total	383,202
In West Virginia	340,515
What was the total production of oil for the month of December, this year?	
Total	10,627.19
In West Virginia	9,348.08
What was the total production of oil for the year?	
Total	126,769
In West Virginia	111,189
What was the average price per barrel received for oil sold during the year?	
Total	433
In West Virginia	433
If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?	
Total	None
In West Virginia	"
What was the total number of barrels of oil transported through the pipe lines of this company for the year?	
Total	None
In West Virginia	"
What does this company charge for transporting oil through its pipe lines?	None Transported

Form No. 8—U.

Public Utility

A part of the report of Carnegie Natural Gas Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-39
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property, Returned by Company	Assessed by Bd. of Publ Wks.
CALHOUN COUNTY					
Sherman	134.75	-	-	$ 1,681.86	$ 1,681.86
Lee	100.00	-	-	100.00	100.00
	234.75	-	-	$ 1,781.86	$ 1,781.86
DODDRIDGE COUNTY					
Central	866.00	22	5.09	$ 76,708.29	$ 115,204.00
Cove	328.00	1	-	1,928.00	3,678.00
Grant	300.00	7	7.16	44,691.51	56,941.01
McClelland	4,894.50	58	38.40	225,315.38	326,805.38
New Milton	451.50	-	-	451.50	451.50
South West	6,136.00	22	8.98	56,818.79	95,318.79
West Union	662.50	9	9.27	50,237.09	65,987.09
	13,638.50	119	68.90	$ 456,150.56	$ 664,385.77
GILMER COUNTY					
Center	7,950.00	7	-	$ 22,239.09	$ 34,489.09
DeKalb	924.37	-	-	924.37	924.37
Glenville	2,146.00	-	-	2,146.00	2,146.00
Troy	1,772.50	3	-	6,572.85	11,822.85
	12,792.87	10	-	$ 31,882.31	$ 49,382.31
HARRISON COUNTY					
Clark	-	-	.95	$ 6,361.90	$ 6,361.90
Clay	122.00	3	2.85	8,864.12	14,114.12
Coal	-	-	1.74	11,626.70	11,626.70
Eagle	1,537.75	38	25.73	174,787.59	240,287.57
Grant	22.00	1	4.71	27,954.80	29,704.80
Sardis	880.50	22	11.66	88,779.27	127,279.27
Union	24.00	2	10.44	48,554.78	52,054.78
	2,586.25	66	58.08	$ 366,929.16	$ 481,429.14
LEWIS COUNTY					
Freeman's Creek	3,529.00	10	4.25	$ 22,947.05	$ 40,447.05
Hackers Creek	792.00	16	9.43	49,543.43	77,043.43
	4,321.00	26	13.68	$ 72,490.48	$ 117,490.48
MARION COUNTY					
Fairmont	200.00	2	.07	$ 3,272.68	$ 6,772.68
Grant	200.00	1	1.96	3,574.04	5,324.04
Lincoln	1,342.50	30	40.59	314,551.66	366,051.66
Mannington	5,122.25	53	31.22	198,288.95	291,038.95
Paw Paw	1,773.00	19	18.80	72,794.77	106,044.77
	8,637.75	105	92.64	$ 592,482.10	$ 775,232.10

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of Carnegie Natural Gas Company.

MARSHALL COUNTY						
Cameron	558.00	2	-	$ 12,501.01	$	16,001.01
Liberty	2,443.00	49	28.35	239,713.52		325,463.52
Meade	291.00	-	-	1,259.39		1,259.39
Webster	630.00	-	-	630.00		630.00
	3,922.00	51	28.35	$ 254,103.92	$	343,353.92
MONONGALIA COUNTY						
Battelle	1,355.00	16	10.57	$ 68,152.15	$	95,652.15
Cass	169.00	2	7.45	41,077.94		44,577.94
Clay	2,622.50	28	22.67	154,792.45		202,792.45
Grant	3,301.25	10	7.94	35,246.51		52,746.51
	7,647.75	56	48.63	$ 299,269.05	$	395,769.05
RITCHIE COUNTY						
Clay	3,866.50	48	29.80	$ 181,320.10	$	264,320.10
Murphy	265.00	2	-	4,083.20		7,583.20
Union	8,372.00	13	7.04	47,292.80		70,042.80
	12,503.50	63	36.84	$ 232,696.10	$	341,946.10
TYLER COUNTY						
Centerville	2,066.25	27	19.97	$ 100,312.60	$	147,562.60
Ellsworth	1,392.00	9	5.92	34,233.55		49,983.55
McElroy	969.00	9	14.61	86,188.14		101,938.14
Meade	500.00	-	-	500.00		500.00
	4,927.25	45	40.50	$ 221,234.27	$	299,984.29
WETZEL COUNTY						
Center	1,007.00	3	5.09	$ 29,566.83	$	34,816.83
Clay	3,165.75	18	11.54	65,751.90		97,251.90
Church	4,635.50	91	58.05	536,499.41		695,749.41
Grant	5,588.75	48	41.19	320,467.46		404,467.46
Greene	772.50	2	8.20	41,615.38		45,115.38
Proctor	1,844.00	-	-	1,844.00		1,844.00
	17,013.50	162	124.07	$ 995,744. 98	$	1279,244.98
Total,	88,225.12	703	511.69	$3,524,764.79	$	4,750,000.00

Form No. 9 U.

Public Utility.

A part of the report of the Carnegie Natural Gas Company.

EXPLANATORY REMARKS

State of Pennsylvania }
County of Allegheny } ss

I. *THE UNDERSIGNED,* H. L. Smith *Name of Officer.* Auditor *Official Title.*

of the Carnegie Natural Gas Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value,* to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the beforementioned property would sell if voluntarily offered for sale upon such terms as such property is usualy sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

H. L. Smith.

Auditor.
Official Title.

SUBSCRIBED AND SWORN TO before me this 31st day of March 1920

Henry T. Hamilton

My Commission Expires March 3, 1923.
Notary Public.

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility:

A part of the report of the Columbia Gas and Electric Comp

1. Name of company making this report Columbia Gas and Electric Company

2. Nature of company, whether person or persons, association or corporation Corporation

3. Organized under the laws of what state West Virginia

4. Location of Principal Office Charleston, West Va.

5. Location of Principal Place of Business in West Virginia Charleston, West Va.

6. Name of President and his address in full A. B. Leach
62 Cedar Street, New York City

7. Name of Secretary and his address in full Polk Laffoon
S. W. Cor. 4th & Plum Sts. Cincinnati, O.

8. Name of General Manager and his address in full

9. Name of Chief Officer or Managing Agent in W. Va., and his address in full
R. G. Altizer Charleston, West Va.

10. Name of Tax Agent and his address in full
R. G. Altizer, Charleston, West Va.

11. Name and full address of officer to whom correspondence regarding this report should be addressed

Polk Laffoon (*Name*) Sec'y. Treas. (*Title*) 4th & Plum, Cincinnati, O. (*Address*)

12. Date of annual meeting of stockholders Last Saturday in March

13. The books of the company are closed for the year on what date December 31st.

14. If a consolidated company, name the constituent companies

REMARKS.

This report includes not only the property of the Columbia Gas and Electric Company, but also that of the Cincinnati Gas Transportation Company, a West Virginia Corporation, all the property of the latter being operated by the Columbia Gas and Electric Company as lessee.

Number of pages of your report. This is
PAGE 1.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of Columbia Gas and Electric Company.

What is the amount of the authorized capital stock?	$ 50,000,000
How much of the capital stock has been issued?	$ 50,000,000
How many shares of common stock issued?	$ 500,000
How many shares of preferred stock issued?	$
What is the par value, per share, of the common stock?	$ 100.00
What is the par value, per share, of the preferred stock?	$
What is the market value, per share, of the common stock	$ 62.50
What is the market value, per share, of the preferred stock?	$
If stock is not on the market, at what is it valued per share?	$
How much of the stock was paid for in cash?	$

What was the consideration for stock issued, but not paid for in cash?

Stock issued for property & securities in other companies.

If any part of the stock was not paid for in cash, was the consideration equivalent to cash? Yes

How much bonus stock, if any, was issued? All issued as above $

If stock is not worth par, how do you account for the fact that it is not?

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
Property & securities acquired	1927	13,377,000	5%	87% of Par
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Stocks acquired		2,617,168.33	5%	
Totals				

Accounts receivable, December 31 $ 515,538.33

This company began business or was acquired by the present owners or operators

(month) January (day) first (year) 1907

Investment. (By present owners.)

Stock issued (money value)	See above	$
Amount realized from sale of bonds		$
Earnings put into plant		$
		$
Total investment or cost (entire plant)		$

What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds? $ 3,059,954.85

What would be the approximate cost of reproducing the entire plant new?

What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia? $

What is the total value of the entire plant, as shown by the books of the Company? $ 6,003,254.94 *

What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company? $

*Note: These figures represent book value only, from which actual depreciation has not been deducted.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of Columbia Gas and Electric Company.

What were the total gross earnings (including all sums earned or charged ,whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, in all States? $ 5,847,942.58

in West Virginia $ Cannot divide

How much of the gross earnings resulted from business actually done in West Virginia? $ Cannot divide

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $ 3,070,958.79

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states?

Cannot divide

What were the total operating and maintenance expenses including interest and taxes in all states? $ 3,320,702.19

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $ 2,673,220.75

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (peramnent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states?

What were the net earnings in West Virginia for the year ending December 31, ? $ 397,738.04

What were the total net earnings, in all states, for the year ending December 31, ? $ 2,527,240.39

What dividends were declared during the year on common stock? 4 per cent; amount $ 2,000,000.00

15th Feb.-May-Aug-Nov

What dividends were declared during the year on preferred stock? per cent; amount $

When were the dividends declared on common stock? Preferred Stock? $

Interest paid on Funded Debt during the year $ 583,763.61

Interest paid on Unfunded Debt during the year $ 130,825.00

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a division occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the Columbia Gas and Electric Company

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 26,050.02	$ 26,050.02
Salaries and Expenses of General Office Employees		
Miscellaneous Expenses of General Office (Office Supplies, Etc.)	2,640.73	2,640.73
Legal Expenses	6,512.61	6,512.61
Relief and Pensions	988.24	988.24
Injuries and damages	259.74	259.74
Expense General	28,077.59	28,077.59
Prospecting and Lease Expenses:		
Salaries and Expenses	5,021.67	5,021.67
Purchase of Leases		
Rental of Leases	19,621.84	19,621.84
Drilling unproductive Wells		
Production Expenses:		
Superintendent and Salaries	11,617.73	11,617.73
Royalties	58,627.21	58,627.21
Operating Gas Wells and Field Lines	32,342.56	32,342.56
Operating Oil Wells		
Repairs to Gas Wells and Field Lines	23,751.83	23,751.83
Repairs to Oil Wells		
Transportation Expenses:		
Superintendence and Salaries	2,087.96	2,087.96
Operating Transportation Lines	14,262.25	14,262.25
Operating Pump Stations	6,458.22	6,458.22
Operating Pressure Stations	59,826.17	59,826.17
Repairs of Transportation Lines	52,239.77	52,239.77
Repairs of Pumping Station Equipment	54,588.91	54,588.91
Carried Forward to Form No. 3 U.—A.—Continued	404,975.05	404,975.05

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of Columbia Gas and Electric Company.

Brought forward from Form No. 3 U.—A.	$ 404,975.05	$ 404,975.05
Taxes:		
License or Charter Taxes	8,630.00	8,630.00
General Property Taxes	135,107.60	65,826.61
Federal Excess Profits Tax		
Federal Income Tax	28,542.23	28,542.23
Other Federal Taxes (Capital Stock)	17,814.21	17,814.21
Miscellaneous Taxes	13,401.48	13,098.63
Interest and Discount:		
On Bonds and other Funded Debt	583,763.61	583,763.61
On Unfunded Debt	130,825.00	130,825.00
Gas Purchased	600,966.84	600,966.84
Miscellaneous Expense which can not be set out under the above headings:		
(Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.)		
(Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
Pipe Line Rental	598,229.17	598,229.17
Rental Kentucky Properties	577,898.00	
Sinking Fund	220,529.20	220,529.20
Totals	3,320,702.19	2,673,220.75

What amount, if any, should be charged off for depreciation? $ $ 556,727.95

What is considered a fair rate of depreciation?

What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above? Obsolescence and depreciation not covered by the maintenance charges.

PAGE 4 1-2.

Form No. 4—U

Public Utility

A part of the report of Columbia Gas and Electric Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
Wells	117,324	40	117,324	40
Field Lines	32,191	61	32,191	61
Trunk Lines	156	54		
Compressor Stations	1,231	01	1,231	01
Gasoline Manufactur Equipment	60,569	40		
Leases	13,127	22	13,127	22
Miscellaneous	898	33	898	33
Total	225,498	51	164,772	57

Form No. 5.

Gas and Oil:

A part of the report of Columbia Gas and Electric Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
LINES LEASED FROM THE CINCINNATI GAS TRANSPORTATION COMPANY			
20"	-	123.50	10-1/2 years
18"	32.70	-	"
12"	14.00	.67	"
10"	1.20	-	"
8"	10.00	1.10	"
	57.90	125.27	
LINES OWNED BY THE COLUMBIA GAS AND ELECTRIC COMPANY			
1"	.38		
1½"	.04		
2"	20.31		From Two Months
3"	40.47		
3½"	3.71		to
4"	23.40		
4-7/8"	.28		10½ Years
5-3/16"	.55		
5-3/4"	3.52		
6"	20.53		
6¼"	3.61		
6-5/8"	.95		
8"	6.21		
10"	.16		
12"	.64		
	124.76		
TOTAL MILAGE.	182.66	125.27	

Form No. 6

Gas and Oil

A part of the report of Columbia Gas and Electric, Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	220,707
In West Virginia	180,935

How many acres of developed gas leases?

Total in all states	29,237
In West Virginia	28,737

How many producing gas wells were owned at the beginning of the year?

Total in all states	239
In West Virginia	238

How many producing gas wells were drilled during the year?

Total in all states	11
In West Virginia	11

How many "dry" wells were drilled during the year?

Total in all states	1
In West Virginia	1

How many gas wells were purchased during the year?

Total in all states	6
In West Virginia	6

How many gas wells were abandoned during the year?

Total in all states	NONE
In West Virginia	NONE

How many gas wells were sold during the year?

Total in all states	NONE
In West Virginia	NONE

How many producing gas wells were owned at the end of the year?

Total in all states	255
In West Virginia	254

How many gas wells were in use at the end of the year?

Total in all states	227
In West Virginia	227

What was the average rock pressure for the year of the gas wells owned?

Total in all states	307 Pds.
In West Virginia	307 Pds.

What was the total daily capacity at the end of the year of the gas wells owned?

Total in all states	121,148,552 cu.ft.
In West Virginia	121,148,552 cu.ft.

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states	15,547,197
In West Virginia	15,547,197

Form No. 6—A.

Gas and Oil

A part of the report of Columbia Gas and Electric Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states

Industrial ---

Domestic 330

In west Virginia

Industrial ---

Domestic 286

To what cities and towns is gas supplied? Branchland, Griffithsville, West Hamlin, Kenova, W. Va Foster, Cold Springs, Dover and Kenova, Kentucky

To what gas companies, if any, is gas sold? The Union Gas & Elec. Co. Cinti. O. Union Light, Ht. & Pr. Co. Covington, Ky. Maysville (Ky.) Gas Co. Braxton Co. Gas Co., Foster, Ky.

How many cubic feet of gas were sold during the year? Martha Gas Co. Martha, W. Va.

Total number in all states 13,272,231 Ms

To other gas companies

Name of company The Union Gas and Electric Co. 10,253,481 Ms

The Union Light Heat & Power Co. 2,690,566 Ms

Maysville Gas Co. 259,952 Ms

Braxton County Gas Co. 2,522 Ms

Martha Gas Co. 2,113 Ms

To industrial consumers 49,850 Ms

To domestic consumers 33,747 Ms.

In West Virginia

To other gas companies

Name of company Martha Gas Co. 2,113 Ms

To industrial consumers ---

To domestic consumers ---

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states ---- cents.

To other gas companies

Name of company The Union Gas and Electric Company .2275

The Union Light, Heat & Power Company .229 "

Maysville Gas Company .18 "

Braxton County Gas Co. .35 "

Martha Gas Company .20 and .25 "

" "

To industrial consumers .10 "

To domestic consumers .203 "

In West Virginia ---- "

To other gas companies

Name of company Martha Gas Company .20 and .25 "

" "

" "

" "

" "

To industrial consumers .10 "

To domestic consumers .203 "

Form No. G—B.

Gas and Oil

A part of the report of Columbia Gas and Electric Company.

If this company purchases gas, from whom or what company or companies does it purchase? The United Fuel Gas Co., Empire Petroleum Co. Guyan River Coal Co. Lincoln Nat. Gas Co. Herman Moore- C.L. Dixon & Co.- Meabon & McClure- Nye Development Co. Mill Branch Gas Co. C. J. Henderson- ~~Milton Randolph- Laurel Development Co.- Putnam Oil & Gas Co.- West Va. Land & Oil Co.~~ & Atlas Gas Corp.

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states		9,249,498 Mc.
From other gas companies.		
Name of Companies.		
	United Fuel Gas Co.	7,301,649 Mc.
	Laurel Development Co.	776,504 Mc.
	Empire Petroleum Co.	260,696 Mc.
	Putnam Oil and Gas Co.	164,631 Mc.
From all other sources	Lincoln Natural Gas Co.	487,000 Mc. ~~958,018 Mc.~~
Total in West Virginia		
From other gas companies.		
Name of Companies.		
		All of the above
From all other sources		

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states		6.043 cents
To other gas companies.		
Name of Companies.		
	The United Fuel Gas Company	7. "
	Laurel Development Co.	4 & 4½ "
	Empire Petroleum Co.	4 & 5 "
	Putnam Oil & Gas Co.	4 "
	Lincoln Natural Gas Co.	5 "
To other persons or individuals		2 to 5 "
In West Virginia		"
To other gas companies.		
Name of Companies.		
		All of the above
		"
		"
		"
To other persons or individuals		"

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
1	20"	15,624,225 Mc.	Ky. and Ohio

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
			None

Does this company pipe gas through its lines for other persons or companies? No

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? See page 11

Form No. 7

Gas and Oil

A part of the report of Columbia Gas and Electric Company.

How many acres of undeveloped oil leases are controlled by the company making this report?	NONE
Total	
In West Virginia	
How many acres of developed oil leases?	
Total	
In West Virginia	
How many producing oil wells were owned at the beginning of the year?	
Total	
In West Virginia	
How many producing oil wells were drilled during the year?	
Total	
In West Virginia	
How many oil wells were abandoned during the year?	
Total	
In West Virginia	
How many producing oil wells were owned at the end of the year?	
Total	
In West Virginia	
What was the total average daily production of oil for last year?	
Total	
In West Virginia	
What was the total average daily production of oil for this year?	
Total	
In West Virginia	
What was the total production of oil for the month of December, this year?	
Total	
In West Virginia	
What was the total production of oil for the year?	
Total	
In West Virginia	
What was the average price per barrel received for oil sold during the year?	
Total	
In West Virginia	
If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?	
Total	
In West Virginia	
What was the total number of barrels of oil transported through the pipe lines of this company for the year?	
Total	
In West Virginia	
What does this company charge for transporting oil through its pipe lines?	

Form No. 8—U Continued

Public Utility

A part of report of Columbia Gas and Electric Company

REAL ESTATE AND IMPROVEMENTS

COUNTY	DISTRICT	ACRES	IMPROVEMENTS	COST
Cabell	Grant	86/100	Dwelling	325.00
		1/7	"	350.00
Lincoln	Carroll	87/100	"	400.00
	Duval	1/2	"	1,845.00
	Sheridan	1/2	"	450.00
		2-52/100	Branchland Compressor Stations & Buildings	176,154.62
			Supt.'s House at Branchland Compressor	200.00
		ⓧ 23/56	Dwellings	800.00
Putnam	Curry	Land is rented	Compressor Sta. and building only	46,572.36
Wayne	Ceredo	47/100	Approach to Pipe Line crossing	125.00
		8- 1/3	Compressor Station and Buildings	506,228.84

Note:- Compressor Stations in Lincoln and Wayne Counties have been operated 9 1/2 years. The present value is less than the above mentioned cost. Compressor Station in Putnam County was erected during 1917 on land rented from owner on 20 year lease.

Note:- The legal title to the above real estate, except 2/7 of an acre, Sheridan District, (included in 23.56 marked thus ⓧ) which is in the Columbia Gas and Electric Company is in the Cincinnati Gas Transportation Company, but is leased, operated and controlled by the Columbia Gas and Electric Company under written lease by the terms of which the Columbia Company is to pay all the taxes.

Form No. 8—U.

Public Utility

A part of the report of Columbia Gas and Electric Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-15
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Total Value all Property Assessed by Bd. of Pub. Wks.
CABELL COUNTY					
Grant			16.80		$515,248.00
Barboursville			1.75		55,000.00
Guyandotte			4.60		192,500.00
McConas			8.07		291,500.00
	-	-	31.42	-	$1,066,248.00
LINCOLN COUNTY					
Carroll			35.97		$ 454,352.00
Duval			3.99		152,248.00
Sheridan			57.70		2,242,368.00
Laurel Hill			22.10		624,380.00
Jefferson			-		131,604.00
Union			1.06		49,692.00
	-	-	120.82	-	$3,654,644.00
PUTNAM COUNTY					
Curry			3.31		$ 122,292.00
Scott			-		12,100.00
	-	-	3.31	-	$ 134,392.00
WAYNE COUNTY					
Ceredo			9.25		$1,293,600.00
Union			1.56		60,500.00
Grant			1.08		87,284.00
Lincoln			-		49,692.00
Stonewall			12.95		154,640.00
	-	-	24.84	-	$1,645,716.00
Total	209,670	254	180.39	-	$6,500,000.00

Note:- Detail of "Acreage of Oil and Gas Territory" and "Number of Wells" by Districts and Counties not available.

Columbia G. & E. Report Bd. Pub. Wks., W. Va. Ex.14

Form No. 9 U.

Public Utility.

A part of the report of the Columbia Gas and Electric Company.

EXPLANATORY REMARKS

State of Ohio
County of Hamilton } ss

I, THE UNDERSIGNED, Polk Laffoon (Name of Officer.), Secretary (Official Title.)

of the Columbia Gas and Electric Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value*, to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the beforementioned property would sell if voluntarily offered for sale upon such terms as such property is usualy sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

Polk Laffoon.

Secretary
Official Title.

SUBSCRIBED AND SWORN TO before me this 11th day of February 1920.

Wm. G. Krohne.

Notary Public
Notary Public.

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)

PAGE .....

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 1—U.

Public Utility.

A part of the report of the Manufacturers Light & Heat Company of Pa. Company.

1. Name of company making this report The Manufacturers Light & Heat Company

2. Nature of company, whether person or persons, association or corporation Corporation

3. Organized under the laws of what state Pennsylvania

4. Location of Principal Office 248 Fourth Avenue, Pittsburgh, Pa.

5. Location of Principal Place of Business in West Virginia 1417 Chapline Street, Wheeling, W. Va.

6. Name of President and his address in full John E. Gill, 248 Fourth Avenue, Pittsburgh, Pa.

7. Name of Secretary and his address in full H. E. Seibert, 248 Fourth Avenue, Pittsburgh, Penna.

8. Name of General Manager and his address in full H. A. Quay, 248 Fourth Avenue, Pittsburgh, Penna.

9. Name of Chief Officer or Managing Agent in W. Va., and his address in full H. C. Vankirk, 1417 Chapline St., Wheeling, W. Va.

10. Name of Tax Agent and his address in full None

11. Name and full address of officer to whom correspondence regarding this report should be addressed

G. W. Ratcliffe	Treasurer	248 Fourth Ave. Pittsburgh, Pa.
(Name)	*(Title)*	*(Address)*

12. Date of annual meeting of stockholders Fourth Tuesday in February

13. The books of the company are closed for the year on what date December 31st.

14. If a consolidated company, name the constituent companies

The Manufacturers Light & Heat Co. -
Port Pitt Gas Company
Relief Gas Co.
Mutual Benefit Gas Co.
Waynesburg Natural Gas Co.
Wheeling Natural Gas Co.
Ohio Valley Gas Co.
Manufacturers Gas Co.
Cameron Gas & Oil Co.
Canonsburg Light & Fuel Co.
Blacksville Oil & Gas Co.
Citizens Natural Gas Co. of Waynesburg
Tri State Gas Co.
Manufacturers Light & Heat Co. of W.Va.
Big Meadows Gas Co.
Venture Oil Co.

REMARKS

Number the pages of your report. This is PAGE 1.

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 2-U

Public Utility.

A part of the report of The Manufacturers Light & Heat Company.

What is the amount of the authorized capital stock?	$ 25,000,000.00
How much of the capital stock has been issued?	$ 23,000,000.00
How many shares of common stock issued?	$ 460,000
How many shares of preferred stock issued?	$ None
What is the par value, per share, of the common stock?	$ 50.00
What is the par value, per share, of the preferred stock?	$ None
What is the market value, per share, of the common stock	$ 59.75
What is the market value, per share, of the preferred stock?	$ None
If stock is not on the market, at what is it valued per share?	$ ---
How much of the stock was paid for in cash?	$ 22,550,400.00

What was the consideration for stock issued, but not paid for in cash? Property

If any part of the stock was not paid for in cash, was the consideration equivalent to cash? Yes

How much bonus stock, if any, was issued? $ None

If stock is not worth par, how do you account for the fact that it is not? See Above

FUNDED DEBT

FOR WHAT ISSUED	Date of Maturity	Principal Outstanding Dollars	Rate of Interest	Total Market or Actual Value on December 31 Dollars
Cash	Oct. 1,1920	348,000.	6%	348,000.
Totals				

UNFUNDED DEBT

FOR WHAT INCURRED				Amount
Material and Supplies				
Security Deposits				
Unpaid Dividends, etc.				
Totals				2,433,145.16

Accounts receivable, December 31, $ 1,106,116.23

This company began business or was acquired by the present owners or operators (month) April (day) 21st (year) 1905

Investment. (By present owners.)

Stock issued (money value)	$ 25,000,000.00	
Amount realized from sale of bonds	$ 10,500,000.00	
Earnings put into plant	$	
	$	
Total investment or cost (entire plant)		$ 44,078,429.86

What is the actual cost of that part of the plant which is situate in West Virginia, including property of all kinds? $ (See 8U)

What would be the approximate cost of reproducing the entire plant new? 44,078,429.86

What would be the approximate cost of reproducing that part of the plant which is situated in West Virginia? $ 14,279,348.32

What is the total value of the entire plant, as shown by the books of the Company? $30,083,755.74

What is the value of that part of the plant situate in West Virginia, as shown by the books of the Company? $ 9,706,105.79

ALL QUESTIONS ON THIS SHEET MUST BE ANSWERED.

Form No. 3—U.

Public Utility.

A part of the report of The Manufacturers Light and Heat Company.

What were the total gross earnings (including all sums earned or charged, whether actually received or not, and its proportion of the gross receipts for business done by it in connection with other companies or firms), of the Company, Co-partnership, Association or Corporation making this report, for the year ending

December 31, 1919 in all States? $ 11,031,947.58

in West Virginia $ 2,441,556.70

How much of the gross earnings resulted from business actually done in West Virginia? $ 2,441,556.70

How much of the total gross earnings should properly be credited to West Virginia to give the state a fair share of earnings? $ 2,441,556.70

If this company operates outside of West Virginia, how, or upon what principle were the earnings apportioned, as between this state and other states?

Actual Earnings accrued from Sales of Gas to Consumers; the production of Oil and Gasoline within the State, and Income of Sundry Earnings within the State.

What were the total operating and maintenance expenses including interest and taxes in all states? $ 7,083,418.14

What were the total operating and maintenance expenses including interest and taxes in West Virginia? $ 1,627,390.48

("Operating and maintenance expenses" is to be understood to mean the actual expenses of operation, and actual expenditures for maintenance. Expenditures for new work (permanent improvements and additions), and dividends are not to be included as operating expenses.)

If this company operates outside of West Virginia, how, or upon what principle were the operating expenses apportioned as between this state and other states? Operating Expenses apportioned to West Virginia on the basis of its proportion of Gas delivered as to gas delivered entire system.

What were the net earnings in West Virginia for the year ending December 31, 1919 ? $ 814,166.22

What were the total net earnings, in all states, for the year ending December 31, 1919 ? $ 3,948,528.14

What dividends were declared during the year on common stock? 10 per cent; amount $ 2,253,040.00

What dividends were declared during the year on preferred stock? ____ per cent; amount $ None

When were the dividends declared on common stock? Quarterly Preferred stock? $ None

Interest paid on Funded Debt during the year $ 45,930.85

Interest paid on Unfunded Debt during the year $ None

(There should appear on each sheet of this report *some notation* to indicate that the information desired or questions asked have not been overlooked. The word "none" may be used against any particular item or items, where that word expresses the *facts*. If, for any reason, for any item, the exact amount cannot be reported, such an amount as is approximately correct must be reported. In such case, refer by note to "remarks" at the bottom of the sheet on which a deviation occurs, where a brief explanation should be given why specific data called for cannot be returned *exactly as requested*.)

REMARKS.

Form No. 3. U—A.

Gas and Oil.

A part of the report of the The Manufacturers Light and Heat Company

THE OPERATING AND MAINTENANCE AND OTHER EXPENSES as shown below should not include expenditures for additions to plant, dividends or any amount for depreciation.

Operating and Maintenance Expenses, Interest, Etc., for the year ending December 31, (Fully itemize.)	Entire Plant	West Va.
General Expenses:		
Salaries and Expenses of General Officers	$ 75,856.60	$
Salaries and Expenses of General Office Employees	79,782.51	
Miscellaneous Expenses of General Office (Office Supplies, Etc.)		
Legal Expenses	9,078.01	
Miscellaneous	88,738.22	
Prospecting and Lease Expenses:		
Salaries	49,628.49	
Purchase of Leases		
Rental of Leases	366,229.64	
Drilling All ~~unproductive~~ Wells	1,023,877.12	
Production Expenses:		
Superintendent and Salaries	2,714.24	
Royalties	255,024.82	
Operating Gas Wells	170,755.57	
Operating Oil Wells	110,957.66	
Repairs to Gas Wells	189,668.52	
Repairs to Oil Wells	88,097.37	
Miscellaneous	37,485.86	
Transportation Expenses:		
Superintendence and Salaries	1,410.77	
Operating Transportation Lines	45,989.73	
Operating Pump Stations	350,637.89	
Operating Pressure Stations	9,567.77	
Repairs of Transportation Lines	49,091.73	
Repairs of Pumping Station Equipment	39,280.48	
Carried Forward to Form No. 3 U.—A.—Continued	3,043,891.00	

Form No. 3—U.—A.—Continued.

Gas and Oil.

A part of the report of The Manufacturers Light & Heat Company.

Brought forward from Form No. 3 U.—A.	$3,043,891.00	$
Taxes:		
License or Charter Taxes	56,388.98	
General Property Taxes	208,377.80	
Federal Excess Profits Tax	102,000.00	
Federal Income Tax	294,000.00	
Other Federal Taxes	38,874.20	
Miscellaneous Taxes	2,100.84	
Interest and Discount:		
On Bonds and other Funded Debt	45,930.85	
On Unfunded Debt		
Gas Purchased	2,405,236.22	
Miscellaneous Expense which can not be set out under the above headings: (Fully itemize) Do not combine items if by so doing, the total to be entered on any line is in excess of $5000.) (Companies whose total expense for operation and maintenance does not exceed $5000, may itemize all of such expense hereunder if desired instead of using the form above.)		
DISTRIBUTION, OR CITY PLANT EXPENSE:		
Operating and Repairing Lines	156,383.13	
Reading, Operating and Repairing Meters	115,599.49	
Office Expense and Salaries	176,278.81	
Miscellaneous Distribution Expense	9,813.67	
Cleaning Out Tools Expense	87,994.17	
Gasoline Expense	240,831.91	
Drilling Tools Expense	74,412.48	
Shop Expense	20,945.81	
Miscellaneous	4,358.78	
Totals	7,083,418.14	1,627,390.48

What amount, if any, should be charged off for depreciation?	$1,221,323.38	$ 410,363.98
What is considered a fair rate of depreciation?	2.83%	2.83%

What reason can be assigned for a charge-off for depreciation, considering the maintenance expense set out above?

Depletion, Obsolesence and Inadequacy.

Form No. 4—U

Public Utility

A part of the report of The Manufacturers Light & Heat Company.

All expenditures for additions and new work during the year for which this report is made should be reported hereon. If, for any reason, the exact amount expended cannot be reported, such an amount as is approximately correct should be reported. If there have been no such expenditures the word "None" should be written in the columns headed "Entire Plant" and "In West Va."

PERMANENT IMPROVEMENTS Expenditures for additions and new work for the year ending December 31. *Fully itemize, and do not include any part of the amount reported as operating and maintenance expense.*	ENTIRE PLANT		IN WEST VA.	
	Dollars	Cts.	Dollars	Cts.
Line Pipe	122,804	05	93,905	18
Oil and Gas Well Pipe	596,912	04	293,081	14
Other Equipment	138,843	41	74,351	04
Acreage Operated	59,422	14	39,809	35
Acreage Unoperated	160,231	85	59,155	05
Rights-of-Way	5,188	26	4,588	32
" " " Expense	311	75	311	75
Buildings-	13,026	26	11,063	13
Fittings	9,932	50	8,722	14
Other Material	110	41	8	20
Labor, Teaming and Freight	11,529	66	9,491	57
Gas Receivers and Regulators	1,865	45	263	00
Telegraph and Telephone Lines	396	30	419	46
Office Furniture	10,785	43	3,813	56
Tools	3,565	49	436	98
Natural Gas Meters	65,076	66	18,037	11
Boilers and Engines	73,896	71	51,820	17
Gas Compressing Stations	62,449	65	2,595	36
Pitot Tube Measuring Stations	1,735	80	1,464	92
Meter Installations	8,318	08	515	03
Service Lines	36,915	50	5,538	89
Derrick Material	6,654	68	8,674	10
Real Estate in Fee	17,879	82	3,356	16
Miscellaneous	2,949	85	1,398	05
Cleaning Out Tools	26,400	94	22,983	00
Omissions from Inventory	6,889	98	2,973	11
Gasoline Plants	65,498	37	32,580	34
Timber Rights	750	00	None	
Total	895,168	74	519,690	69

Form No. 5.

Gas and Oil:

A part of the report of The Manufacturers Light & Heat Company,

This sheet is intended to show the size, length and time in use, only, of the pipe line owned, leased or operated by the company making this report.

A complete statement showing the different sizes of pipe, the number of miles of each size and the average time in use, should be made on this sheet. Nothing else should be reported hereon.

SIZE	MILES IN WEST VIRGINIA	MILES OUTSIDE WEST VIRGINIA	TIME USED
1"	9.109	55.256	
1½"	284	12.480	
1¾"	2.262	12.163	
2"	101.585	418.615	
2½"	020	5.986	
3"	48.639	256.849	
3½"	.748	2.601	
3-3/4"	.562		
4"	147.169	587.502	
4½"	.121	2.689	
4-7/8"	1.900	18.555	
5"	.870	10.936	
5-3/16"	3.060	3.730	
5-5/8"	2.551	44.892	
6"	116.749	299.513	
6½"	5.823	8.971	
6-5/8"	4.767	6.357	
7-5/8"	.005	25.385	
8"	84.473	364.966	
8½"	.696	.610	
10"	159.196	248.654	
12"	42.886	46.888	
13"	.015	.042	
16"	54.537	32.467	
18"	None	.066	
20"	.025	29.575	
3½"	None	.066	
4½"	.405	1.757	
4-5/8"	None	.431	
5½"	None	.833	
8-5/8"	None	2.273	
9-5/8"	None	.615	
30"	None	.040	
Total Mileage----	788.457	2,501,763	

TOTAL MILAGE.

Form No. 6

Gas and Oil

A part of the report of The Manufacturers Light and Heat Company.

How many acres of undeveloped gas leases are controlled by the Company making this report?

Total in all states	215,467,820 Acres
In West Virginia	94,280,280 "

How many acres of developed gas leases?

Total in all states	132,028,800 "
In West Virginia	48,155,000

How many producing gas wells were owned at the beginning of the year?

Total in all states	1,199
In West Virginia	437

How many producing gas wells were drilled during the year?

Total in all states	77
In West Virginia	40

How many "dry" wells were drilled during the year?

Total in all states	22
In West Virginia	7

How many gas wells were purchased during the year?

Total in all states	1
In West Virginia	None

How many gas wells were abandoned during the year?

Total in all states	42
In West Virginia	16

How many gas wells were sold during the year?

Total in all states	None
In West Virginia	None

How many producing gas wells were owned at the end of the year?

Total in all states	1,235
In West Virginia	461

How many gas wells were in use at the end of the year?

Total in all states	1,189
In West Virginia	430

What was the average rock pressure for the year of the gas wells owned?

Total in all states	No Rock Pressure Obtainable
In West Virginia	Unable to furnish information asked for

What was the total daily capacity at the end of the year of the gas wells owned?

	Estimated
Total in all states	68,693,000 cu.ft.
In West Virginia	29,022,000 "

What was the total average daily delivery of gas, from wells owned, for the year?

Total in all states	34,495,000 cu.ft.
In West Virginia	14,779,000 "

Form No. 6—A.

Gas and Oil

A part of the report of The Manufacturers Light & Heat Company.

If this company sells gas directly to consumers, how many does it supply?

Total number in all states

Industrial	724
Domestic	110,547

In west Virginia

Industrial	162
Domestic	10,967

To what cities and towns is gas supplied? City of Wheeling, Towns of Chester, New Cumberland, Wellsburg, Moundsville, New Martinsville, Middlebourne and to Consumers in various ~~magisterial~~ taxing districts in Ohio, Brooke, Marshall, Wetzel, Tyler, Doddridge, Harrison and Monongalia Counties; Also various cities and towns in

To what gas companies, if any, is gas sold? See List under next Heading

Western Penna. & Eastern Ohio.

How many cubic feet of gas were sold during the year?

Total number in all states 27,222,918 M cu.ft.

To other gas companies

Name of company	
Ambridge Gas Company.....	117,948 "
Slippery Rock Heat & Light Co.	15,304 "
Tidal Gas Co.	752 "
T. W. Phillips Oil & Gas Co.	17,437 "

To industrial consumers 14,194,713 M cu.ft.

To domestic consumers 12,876,764 "

In West Virginia

To other gas companies

Name of company None

To industrial consumers 3,941,964 M cu.ft.

To domestic consumers 1,452,353 "

What was the average price per thousand cubic feet received for gas sold during the year?

Total in all states 33.70 cents.

To other gas companies

Name of company	
Ambridge Gas Company	22.68 "
Slippery Rock Heat & Light Co.	28.94 "
Tidal Gas Co.	10.00 "
T. W. Phillips Oil & Gas Co.	6.00 "

To industrial consumers 33.60 "

To domestic consumers 34.69 "

In West Virginia "

To other gas companies

Name of company None "

To industrial consumers 32.69 "

To domestic consumers 30.46 "

Form No. 6—B.

Gas and Oil

A part of the report of The Manufacturers Light & Heat Company.

If this company purchases gas, from whom or what company or companies does it purchase? (See Below)

If this company purchases gas, how many cubic feet were purchased during the year?

Total number in all states		14,633,026 M cu.ft.
From other gas companies.		
Name of Companies.	Waynesburg Home Gas Co.	188,885 "
	Peoples Natural Gas Co.	288,275 "
	Eastern Oil Company	122,815 "
	Eastern Petroleum Co.	230,288 "
	Southern Oil Company	61,337 "
	Hope Natural Gas Co.	12,268,311 "
From all other sources		1,473,115 "
Total in West Virginia		13,589,149 "
From other gas companies.		
Name of Companies.		
	Hope Natural Gas Co.	12,268,311 M cu.ft.
	Eastern Oil Co.	122,815 "
	Eastern Petroleum Co.	230,288 "
	Southern Oil Co.	61,337 "
From all other sources		906,398 "

If this company purchases gas, what was the average price per thousand cubic feet paid for same?

Total in all states		16.44 cents
To other gas companies.		
Name of Companies.	Waynesburg Home Gas Co.	10.00
	Peoples Natural Gas Co.	19.07 "
	Eastern Oil Co.	13.00 "
	Eastern Petroleum Co.	8.00 "
	Southern Oil Co.	10.00 "
	Hope Natural Gas Company	17.52 "
To other persons or individuals		9.70 "
In West Virginia		16.76 "
To other gas companies.		
Name of Companies.	Hope Natural Gas Co.	17.52 "
	Eastern Oil Co.	13.00 "
	Eastern Petroleum Co.	8.00 "
	Southern Oil Co.	10.00 "
To other persons or individuals		9.63 "

If this company has pipe lines leading from this state to other states, give the number of such lines, and the size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State to which piped.
See Form 9-U		See Form 9-U	

If this company has pipe lines leading from other states to this state, give the number of such lines, and size of pipe used and the quantity of gas piped, for the year ending December 31st,

Number.	Size of Pipe.	No. cubic feet piped.	State from which piped.
See Form 9-U		See Form 9-U	

Does this company pipe gas through its lines for other persons or companies? None

Does this company own any real estate which is used in connection with its gas business? Yes

If so, of what does it consist? See Form 8-U

Gas and Oil

A part of the report of The Manufacturers Light & Heat Company.

How many acres of undeveloped oil leases are controlled by the company making this report?	
Total	None
In West Virginia	None
How many acres of developed oil leases?	
Total	21,384,000 Acres
In West Virginia	8,375,000 "
How many producing oil wells were owned at the beginning of the year?	
Total	390
In West Virginia	135
How many producing oil wells were drilled during the year?	
Total	28
In West Virginia	13
How many oil wells were abandoned during the year?	
Total	2
In West Virginia	2
How many producing oil wells were owned at the end of the year?	
Total	420
In West Virginia	147
What was the total average daily production of oil for last year?	
Total	559.61 Bbls.
In West Virginia	124.16 "
What was the total average daily production of oil for this year?	
Total	560.59 "
In West Virginia	212.38 "
What was the total production of oil for the month of December, this year?	
Total	14,942.27 "
In West Virginia	5,055.21 "
What was the total production of oil for the year?	
Total	204,615.53 "
In West Virginia	77,520.74 "
What was the average price per barrel received for oil sold during the year?	
Total	$4.55
In West Virginia	$4.55
If this company transports oil through its pipe lines for other persons or companies, how many barrels were transported for the year, for such other persons or companies?	
Total	None
In West Virginia	"
What was the total number of barrels of oil transported through the pipe lines of this company for the year?	
Total	"
In West Virginia	"
What does this company charge for transporting oil through its pipe lines?	"

Form No. 8—U.

Public Utility

A part of the report of Manufacturers Light and Heat Company

On this sheet and on the following sheets designated "Form No. 8 U.—Continued" a complete itemized list together with the true and actual value of each item listed, of all property, both tangible and intangible including all money, credits and investments, owned or operated in this state, by the company making this report, must be given. This property must be listed by counties, magisterial districts, independent school districts and municipalities. Notice carefully the SAMPLE SHEETS sent with this report and follow the same as nearly as possible in listing the property of the company.

Condensed Summary of Pages 11-53
Valuations fixed by the Board of Public Works are also shown.

District	Acreage of Gas and Oil Territory	Number of Gas Wells	Miles of Pipe Line	Total Value all Property Returned by Company	Total Value all Property Assessed by Bd. of Pub. Wks.
HANCOCK COUNTY					
Town of Chester	-	-	12.54	$ 47,037.34	$ 82,409.00
Grant (including Newell)	702.00	11	20.88	165,069.66	289,202.00
Town of Congo	-	-	-	555.61	972.00
Poe	668.00	9	11.94	80,834.39	141,621.00
Clay	-	-	2.39	14,154.24	23,798.00
Town of New Cumberland	-	-	9.08	13,227.47	23,173.00
Butler (Inc. Weirton)	1.00	1	15.75	38,131.48	66,805.00
Town of Hollidays Cove	-	-	2.22	6,069.67	10,635.00
	1,371.00	21	83.40	$ 365,079.86	$638,615.00
BROOKE COUNTY					
Town of Hollidays Cove	-	-	1.49	$ 2,714.13	$ 4,755.00
Cross Creek	-	-	27.24	116,780.19	204,598.00
Town of Follansbee	-	-	9.64	31,793.20	55,684.00
" " Wellsburg	-	-	19.45	55,048.75	96,444.00
Buffalo	-	-	17.12	53,890.01	111,777.00
			74.94	$ 270,126.29	$473,258.00
OHIO COUNTY					
Liberty	-	-	3.80	$ 3,260.01	$ 5,711.00
Richland	794.50	-	12387	85,261.16	149,377.00
Triadelphia	1,705.00	-	13.30	82,473.58	144,493.00
Warwood	-	-	7.95	17,982.35	31,504.00
Town of Wheeling	-	-	6.80	58,417.25	102,345.00
Ritchie	363.00	-	-	363.00	636.00
	2,862.50	-	43.72	$ 247,757.35	$434,066.00
MARSHALL COUNTY					
Town of McMechen	-	-	7.07	$ 14,392.88	$ 25,216.00
" " Benwood	-	-	1.98	14,575.73	25,535.00
" " Moundsville	-	-	22.84	55,265.81	96,826.00
Washington Ind.	-	-	1.78	12,163.39	21,309.00
Washington	673.00	-	13.39	81,429.10	142,663.00
Union	3,240.00	-	9.65	61,632.28	107,959.00
Liberty	23,509.44	108	59.08	700,911.21	1242,012.00
Town of Cameron	-	-	1.23	2,426.73	4,254.00
Cameron	9,710.00	27	29.26	232,990.94	390,678.00
Clay	4,450.00	-	14.66	214,610.67	375,997.00
" Ind.	-	-	.77	5,568.29	9,790.00
Franklin	4,137.00	15	11.73	72,411.00	126,864.00
Meade	7,142.60	35	34.28	264,598.25	463,576.00
Sand Hill	6,776.50	6	5.68	51,870.40	90,876.00
Webster	3,816.00	17	9.45	107,279.61	187,953.00
	58,454.54	192	222.85	$1890,148.29	$3311,508.00

FORM NO. 8—U CONTINUED

PUBLIC UTILITY

A part of report of Manufacturers Light and Heat Company.

TYLER COUNTY					
Ellsworth	7,311.50	50	36.61	$ 253,772.46	$ 444,608.00
McElroy	4,156.25	35	19.72	200,579.95	351,416.00
Lincoln	104.00	2	-	1,048.00	1,836.00
Franklin	46.00	-	-	45.00	79.00
Town of Middlebourne	-	-	24.46	21,724.33	38,060.00
	11,514.75	87	82.99	$ 477,169.71	$ 835,999.00
WETZEL COUNTY					
Town of Brooklyn	-	-	3.27	$ 5,106.68	$ 9,947.00
" " New Martinsville	-	-	11.78	23,171.54	40,597.00
" " Hundred	-	-	1.54	96,338.21	168,609.00
Magnolia	919.40	-	15.27	44,540.65	78,034.00
Proctor	4,750.00	18	30.56	253,175.92	443,560.00
Greene	5,896.80	30	45.13	499,956.37	875,009.00
Center	5,706.50	6	4.63	43,984.03	77,069.00
Church	7,183.00	61	46.90	432,954.40	756,363.00
Clay	3,234.75	9	6.60	45,983.96	80,563.00
Grant	2,725.00	13	5.20	43,055.23	74,432.00
	30,476.45	165	170.88	$1487,164.68	$2604,164.00
DODDRIDGE COUNTY					
Grant	1,780.00	13	13.04	$ 98,760.15	$ 159,011.00
McClellan	5,993.50	44	31.90	377,378.15	661,148.00
West Union	340.00	3	5.50	32,630.46	57,528.00
New Milton	25.00	1	.59	5,125.08	8,588.00
	6,143.50	61	50.83	$ 504,163.84	$ 883,297.00
MARION COUNTY					
Lincoln	93.00	-	3.03	$ 25,023.49	$ 43,840.00
Mannington	3,055.50	32	25.81	189,095.23	331,294.00
	3,148.50	32	28.84	214,118.72	375,134.00
HARRISON COUNTY					
Sardis	525.00	3	2.22	$ 19,169.94	$ 33,585.00
Eagle	110.00	-	-	110.00	192.00
	635.00	3	2.22	$ 19,279.94	$ 33,777.00
MONONGALIA COUNTY					
Town of Blacksville	-	-	1.23	$ 1,180.67	$ 2,067.00
Clay	5,354.00	8	6.59	43,493.25	76,200.00
Battelle	5,527.00	41	6.85	120,424.94	211,107.00
	5,881.00	49	14.67	$ 165,169.06	$ 289,374.00
KANAWHA COUNTY					
Poca	274.50	-	-	$ 274.50	$ 480.00
LOGAN COUNTY					
Logan	7,157.74	-	-	$ 7,157.74	$ 12,540.00
RALEIGH COUNTY					
Marsh Fork	1,867.50	-	-	$ 1,867.50	$ 3,271.00
MINGO COUNTY					
Hardee	285.00	-	-	$ 285.00	$ 500.00
Lee	1,378.00	-	-	1,378.00	2,414.00
Magnolia	915.00	-	-	915.00	1,603.00
	2,578.00	-	-	$ 2,578.00	$ 4,517.00
Total,	142,435.96	610	783.34	$5,652,055.68	$9,900,000.00

Public Utility.

A part of the report of the The Manufacturers Light & Heat Company.

EXPLANATORY REMARKS

Page 7 - Do not understand what meaning is to be taken from "Daily Capacity". The estimated gas production available from wells owned The Manufacturers Light & Heat Company, computed on the first minute raise above line pressure, showing number of cubic feet available under conditions existing per day at time gauges were taken on December 31st, 1919, was, all States, 68,693,000 cu.ft. Estimated West Virginia 29,022,000 cu.ft.

Page 9- Twenty-two lines cross the Ohio river between Chester in Hancock County, W. Va. and New Martinsville in Wetzel County, W. Va. Also pipe lines cross the state line between West Virginia and Pennsylvania at various points in all three states and the gas intermingles and flows through the entire system, sometimes in one direction, sometimes in the opposite direction, depending upon the demand in any particular locality.

State of Pennsylvania
County of Allegheny } ss

I, *THE UNDERSIGNED,* G. W. Ratcliffe *Name of Officer.* Treasurer *Official Title.*

of the Manufacturers Light and Heat Company, on my oath say that the return as shown on this and the foregoing pages of this report, has been prepared from the original books, papers and records of said Company; that I have carefully examined the same, and declare the same and each page thereof to be a complete and correct statement of the business and affairs of said Company in respect to each and every matter and thing therein set forth, and that all property has been reported at its *True and Actual Value,* to the best of my knowledge, information and belief; the words "true and actual value" being understood by me to mean that price for which the before-mentioned property would sell if voluntarily offered for sale upon such terms as such property is usualy sold and not the price which might be realized if said property was sold at a forced sale, and that there have been no expenditures for "additions and new work" either within or without the State of West Virginia except as shown on Form No. 4 U. of this report; and that the foregoing return includes all property owned, leased, or operated in the State of West Virginia by said Company during the period for which said return is made.

G. W. Ratcliffe

Official Title.

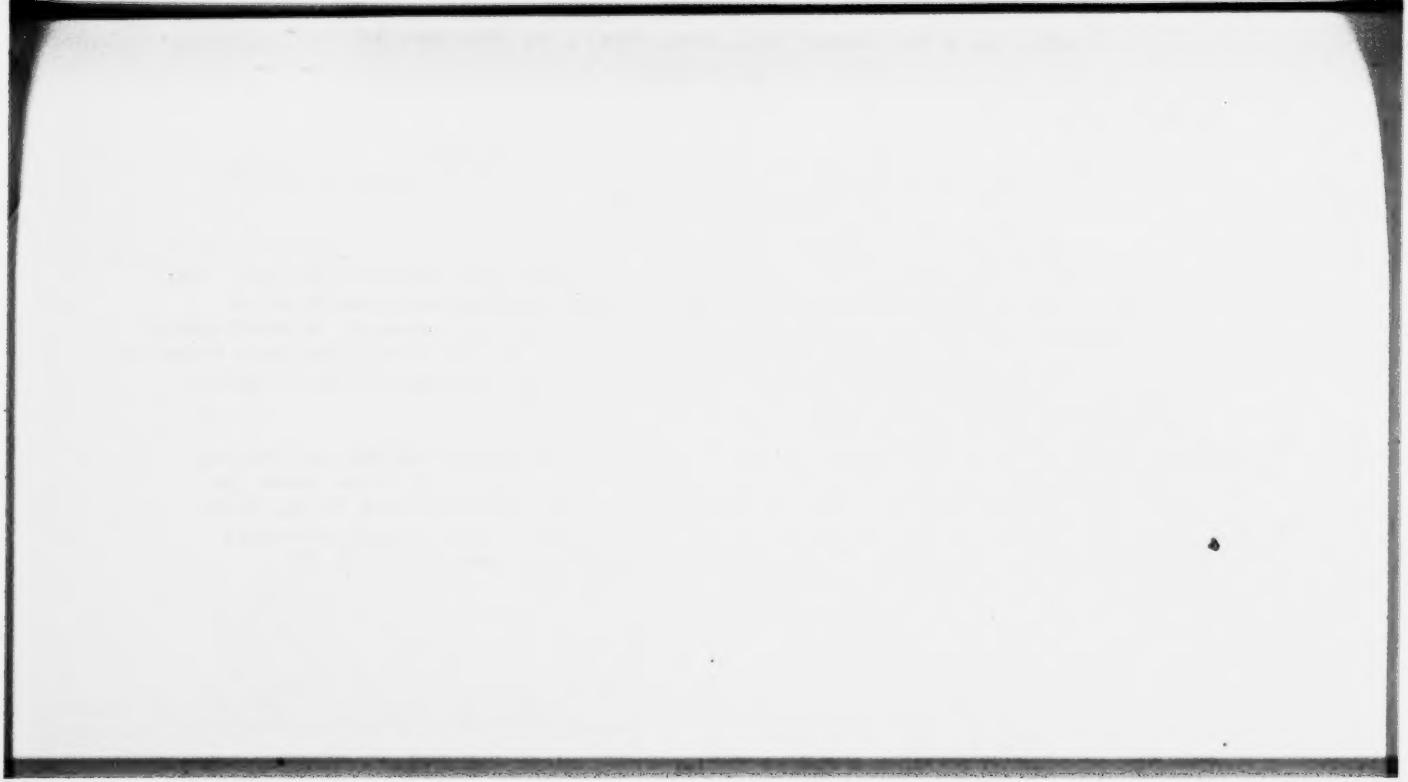
SUBSCRIBED AND SWORN TO before me this 30th day of April 1920

Harry H. Fowler

My Commission Expires December 10, 1923.

Notary Public.

(The return must be verified on the oath of the President, Vice-President, Secretary or Principal Accounting Officer.)



Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, Combined for the Seven Companies.

1911-1919

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Inter-changes* M. Cu. Ft.	Used or Sold For Field Purposes M. Cu. Ft.	Net Supply for Public Service** M. Cu. Ft.
1919	150,161,299	63,603,888	213,765,187	39,286,137	10,052,709	164,426,341
1918	181,817,306	78,908,397	260,725,703	46,495,191	12,544,810	201,685,702
1917	204,937,744	84,085,282	289,023,026	51,876,869	13,628,360	223,517,777
1916	200,580,166	69,717,163	270,297,329	36,066,165	13,338,581	220,892,583
1915	144,212,788	59,015,904	203,228,692	22,944,046	9,590,151	170,694,495
1914	136,193,678	58,676,747	194,870,425	19,187,615	9,056,880	166,625,730
1913	127,430,264	65,538,986	192,969,250	16,597,392	8,474,112	167,897,746
1912	126,447,803	64,273,062	190,720,865	10,261,144	8,408,779	172,050,962
1911	110,231,007	57,124,743	167,365,830	12,622,222	7,332,362	147,431,246

W. Va. Exhibit No. 16. P.S.C. (Introduced at page 996. Record)

* Interchanges represent sales to one or more of the seven companies.

** Gross Supply less Interchanges and Field Use.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1919.

	Produced in W. Va. M. Cu. Ft. 1	Purchased in W. Va. M. Cu. Ft. 2	Gross Supply W. Va. M. Cu. Ft. 3	Inter-Changes* M. Cu. Ft. 4	Used or Sold for Field Purposes M. Cu. Ft. 5	Net Supply for Public Service** M. Cu. Ft. 6
1. Hope Natural Gas Company.....	47,771,177	19,826,093	67,597,270	12,282,187	6,156,619	49,158,464
2. Pittsburgh and West Virginia Gas Co.	18,735,935	8,137,609	26,873,544	411,750	22,689	26,439,105
3. United Fuel Gas Company.....	39,942,057	11,457,628	51,399,685	20,986,108	1,380,252	29,033,325
4. Reserve Gas Company.....	21,049,663	328,818	21,378,481	5,444,774	1,235,769	14,697,938
5. Carnegie Natural Gas Company.....	10,913,506	311,611	11,225,117	161,318	265,987	10,797,812
6. Columbia Gas and Electric Company...	5,956,056	9,949,496	15,905,552	-	425,486	15,480,066
7. Manufacturers Light and Heat Co....	5,792,905	13,592,633	19,385,538	-	565,907	18,819,631
Totals.....	150,161,299	63,603,888	213,765,187	39,286,137	10,052,709	164,426,341

*Interchanges represent sales to one or more of the seven companies.

** Gross Supply less Interchanges and Field Use.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

For the Year Ended December 31, 1918.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Interchanges* M. Cu. Ft.	Used or Sold For Field Purposes M. Cu. Ft.	Net Supply for Public Service ** M. Cu. Ft.
1. Hope Natural Gas Company	58,146,971	28,164,183	86,311,154	12,166,754	8,724,128	65,420,272
2. Pittsburgh and West Virginia Gas Co.	22,959,495	10,600,161	33,559,656	167,578	57,465	33,334,613
3. United Fuel Gas Company	38,914,067	13,927,481	52,841,548	23,067,983	1,011,288	28,762,277
4. Reserve Gas Company	31,236,295	1,259,944	32,496,239	10,901,037	1,289,143	20,306,059
5. Carnegie Natural Gas Company	19,187,045	180,061	19,367,106	191,839	400,953	18,774,314
6. Columbia Gas and Electric Company	4,930,453	11,405,494	16,335,947	-	509,462	15,826,465
7. Manufacturers Light and Heat Company	6,442,980	13,371,073	19,814,053	-	552,351	19,261,702
Totals	181,817,306	78,908,397	260,725,703	46,495,191	12,544,810	201,685,702

* Interchanges represent sales to one or more of the seven companies.

** Gross Supply less Interchanges and Field Use.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
For the Year Ended December 31, 1917.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Inter-changes* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company.....	73,969,909	30,857,468	104,827,377	14,657,008	90,140,369
2. Pittsburgh and West Virginia Gas Co..	27,630,141	10,298,839	37, 928,980	45,130	37,883,850
3. United Fuel Gas Company.....	44,167,676	12,546,398	56,734,276	24,732,329	33,001,947
4. Reserve Gas Company.....	31,161,590	2,154,866	33,316,456	12,412,422	20,904,034
5. Carnegie Natural Gas Company.....	16,840,765	234,594	17,075,359	-	17,075,359
6. Columbia Gas and Electric Company....	4,818,278	12,469,138	17,287,416	-	17,287,416
7. Manufacturers Light and Heat Co.....	6,329,183	15,523,979	21,853,162	-	21,853,162
Totals.....204, 937,744		84,085,282	289,023.026	51,876,889	237,146,137
Less Gas Used for Field Purposes....					13,628,360
Net Supply for Public Service.....					223,517,777

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* Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and manufacturers Light and Heat Company,

For the Year Ended December 31, 1916.

	Produced in W. Va. M. CU. Ft.	Purchased in W. Va. M. CU. Ft.	Gross Supply W. Va. M. CU. Ft.	Inter Changes* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company	81,318,666	26,261,531	107,580,197	14,215,484	93,364,713
2. Pittsburgh and West Virginia Gas Co.	34,006,677	4,835,484	38,842,161	57,274	38,784,887
3. United Fuel Gas Company	26,418,461	10,203,085	36,621,546	8,191,870	28,429,676
4. Reserve Gas Company	29,752,951	2,895,368	32,648,319	13,601,537	19,046,782
5. Carnegie Natural Gas Company	16,253,772	175,955	16,429,727	-	16,429,727
6. Columbia Gas and Electric Company	5,908,707	9,767,259	15,675,966	-	15,675,966
7. Manufacturers Light and Heat Company	6,920,232	15,578,481	22,499,413	-	22,499,413
Totals	200,560,166	69,717,163	270,297,329	36,066,165	234,231,164
Less Gas Used for Field Purposes					13,338,581
Net Supply for Public Service					220,892,583

* Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,

For the Year Ended December 31, 1915.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Interchanges* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company	46,350,733	20,918,491	67,269,224	9,445,951	57,823,273
2. Pittsburgh and West Virginia Gas Co.	31,362,582	5,993,692	37,356,274	86,247	37,270,027
3. United Fuel Gas Company	17,875,503	9,880,327	27,755,835	6,422,770	21,333,065
4. Reserve Gas Company	21,172,149	3,223,286	24,395,435	6,989,078	17,406,357
5. Carnegie Natural Gas Company	15,014,321	108,486	15,122,807	-	15,122,807
6. Columbia Gas and Electric Company	6,169,901	7,886,667	14,076,568	-	14,076,568
7. Manufacturers Light and Heat Co.	6,247,594	11,004,955	17,252,549	-	17,252,549
Totals	144,212,788	59,015,904	203,228,692	22,944,046	180,284,646
Less Gas Used for Field Purposes					9,590,151
Net Supply for Public Service					170,694,495

*Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

For the Year Ended December 31, 1914.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Interchanges* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company.....	43,788,747	26,604,201	70,392,948	5,105,293	65,287,655
2. Pittsburgh and West Virginia Gas Co...	23,604,193	3,912,964	27,517,157	21,533	27,495,624
3. United Fuel Gas Company.....	19,047,662	8,159,447	27,207,129	6,068,130	21,138,999
4. Reserve Gas Company.....	21,080,238	5,240,737	26,320,975	7,992,859	18,328,116
5. Carnegie Natural Gas Company.....	14,283,495	164,985	14,448,480	-	14,448,480
6. Columbia Gas and Electric Company.....	8,561,636	7,442,898	16,004,534	-	16,004,534
7. Manufacturers Light and Heat Co.....	5,827,687	7,151,515	12,979,202	-	12,979,202
Totals.....	136,193,678	58,676,747	194,870,425	19,187,815	175,682,610
Less Gas Used for Field Purposes.....					9,056,880
Net Supply for Public Service.....					166,625,730

* Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company

For the Year Ended December 31, 1913.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Interchanges* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company	48,395,235	31,077,215	79,472,450	2,924,339	76,548,111
2. Pittsburgh and West Virginia Gas Co.	10,390,792	11,816,729	22,207,521	76,768	22,130,753
3. United Fuel Gas Company	20,481,820	5,318,006	25,799,826	6,322,986	19,476,840
4. Reserve Gas Company	19,613,877	2,757,120	22,370,997	7,273,299	15,097,698
5. Carnegie Natural Gas Company	16,726,134	-	16,726,134	-	16,726,134
6. Columbia Gas and Electric Company	5,989,747	6,906,041	12,895,788	-	12,895,788
7. Manufacturers Light and Heat Co.	5,832,659	7,663,875	13,496,534	-	13,496,534
Totals	127,430,264	65,538,986	192,969,250	16,597,392	176,371,858
Less Gas Used for Field Purposes					8,474,112
Net Supply for Public Service					167,897,746

* Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

For the Year Ended December 31, 1912.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Inter-changes* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company.....	46,825,414	32,014,727	78,840,141	-	78,840,141
2. Pittsburgh and West Virginia Gas Co.....:	18,862,144	10,422,948	29,285,092	47,145	29,237,947
3. United Fuel Gas Company.....	20,953,059	4,592,212	25,545,271	7,190,127	18,355,144
4. Reserve Gas Company.....	12,733,740	1,810,742	14,544,482	3,023,872	11,520,610
5. Carnegie Natural Gas Company.....	17,049,241	-	17,049,241	-	17,049,241
6. Columbia Gas and Electric Company.....	4,656,563	7,679,821	12,336,384	-	12,336,384
7. Manufacturers Light and Heat Company....	5,367,642	7,752,632	13,120,274	-	13,120,274
Totals.....	126,447,803	64,273,082	190,720,885	10,261,144	180,459,741
Less Gas Used for Field Purposes.....					8,408,779
Net Supply for Public Service.....					172,050,962

* Interchanges represent sales to one or more of the seven companies.

Statement Showing Supply of Natural Gas Produced and Acquired Within West Virginia, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

For the Year Ended December 31, 1911.

	Produced in W. Va. M. Cu. Ft.	Purchased in W. Va. M. Cu. Ft.	Gross Supply W. Va. M. Cu. Ft.	Interchanges* M. Cu. Ft.	Gross Supply less Interchanges M. Cu. Ft.
1. Hope Natural Gas Company	38,117,453	33,775,917	71,893,370	3,002,072	68,891,298
2. Pittsburgh and West Virginia Gas Co.	23,956,467	3,365,096	27,321,563	-	27,321,563
3. United Fuel Gas Company	16,763,561	3,991,567	20,755,128	7,452,831	13,302,297
4. Reserve Gas Company	9,611,827	1,840,062	11,451,589	2,167,319	9,284,270
5. Carnegie Natural Gas Company	13,369,946		13,369,946	-	13,369,946
6. Columbia Gas and Electric Company	3,796,172	6,880,292	10,676,464	-	10,676,464
7. Manufacturers Light and Heat Co.	4,645,961	7,271,809	11,917,770	-	11,917,770
Totals	110,261,087	57,124,743	167,385,830	12,622,222	154,763,608
Less Gas Used for Field Purposes					7,332,362
Net Supply for Public Service					147,431,246

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* Interchanges represent sales to one or more of the seven companies.

-10-

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company
and Manufacturers Light and Heat Company,
Combined for the Seven Companies,
1910-1919.

W. Va. Exhibit No. 17, R.R.S.
(Introduced at page 998, Record)

	Developed	Undeveloped	Total
1919	689,305	1,866,720	2,556,025
1918	658,880	1,872,843	2,531,723
1917	618,559	2,152,500	2,771,059
1916	559,078	2,281,435	2,840,513
1915	509,414	2,045,032	2,554,446
1914	572,043	1,852,319	2,424,362
1913	533,593	2,055,968	2,589,561
1912	467,664	2,027,469	2,495,133
1911	351,428	2,382,846	2,734,274
1910	311,569	2,639,509	2,951,078

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company
and Manufacturers Light and Heat Company,
December 31, 1919.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company	336,776	690,094	1,026,870
2. Pittsburgh and West Virginia Gas Company	108,198	209,128	317,326
3. United Fuel Gas Company	62,357	653,699	716,056
4. Reserve Gas Company	51,556	4,664	56,220
5. Carnegie Natural Gas Company	43,171	33,921	77,092
6. Columbia Gas and Electric Company	28,737	180,933	209,670
7. Manufacturers Light and Heat Company	56,530	94,281	150,811
Totals	689,305	1,866,720	2,556,025

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Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company
and Manufacturers Light and Heat Company,
December 31, 1918.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company	326,019	803,436	1,129,455
2. Pittsburgh and West Virginia Gas Company	106,226	214,962	321,188
3. United Fuel Gas Company	60,090	543,150	603,240
4. Reserve Gas Company	48,730	7,375	56,105
5. Carnegie Natural Gas Company	37,070	46,020	83,090
6. Columbia Gas and Electric Company	27,665	184,595	212,260
7. Manufacturers Light and Heat Company	53,090	73,305	126,395
Totals	658,880	1,872,843	2,531,723

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

December 31, 1917.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company	313,923	866,440	1,180,363
2. Pittsburgh and West Virginia Gas Company	99,490	232,075	331,565
3. United Fuel Gas Company	56,135	615,798	671,933
4. Reserve Gas Company	46,065	89,700	135,765
5. Carnegie Natural Gas Company	36,208	64,407	100,615
6. Columbia Gas and Electric Company	23,048	204,517	227,565
7. Manufacturers Light and Heat Company	43,690	79,565	123,255
Totals	618,559	2,152,500	2,771,059

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company,
and Manufacturers Light and Heat Company,
December 31, 1916.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company	286,147	984,348	1,270,495
2. Pittsburgh and West Virginia Gas Company	92,036	267,696	359,732
3. United Fuel Gas Company	48,070	668,595	716,665
4. Reserve Gas Company	42,826	12,901	55,727
5. Carnegie Natural Gas Company	32,915	66,523	99,438
6. Columbia Gas and Electric Company	20,966	204,776	225,742
7. Manufacturers Light and Heat Company	36,118	76,596	112,714
Totals	559,078	2,281,435	2,840,513

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

December 31, 1915.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company.....	262,574	675,841	938,415
2. Pittsburgh and West Virginia Gas Company.....	82,371	281,365	363,736
3. United Fuel Gas Company.....	42,471	729,986	772,457
4. Reserve Gas Company.....	20,246	15,640	55,886
5. Carnegie Natural Gas Company.....	30,304	59,664	89,968
6. Columbia Gas and Electric Company.....	19,424	216,357	235,781
7. Manufacturers Light and Heat Company.....	32,024	66,159	98,183
Totals.....	509,414	2,045,032	2,554,446

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company
and Manufacturers Light and Heat Company,
December 31, 1914.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company.....	249,111	578,990	828,101
2. Pittsburgh and West Virginia Gas Company.....	76,234	286,620	362,854
3. United Fuel Gas Company.....	37,948	719,288	757,236
4. Reserve Gas Company.....	38,247	17,269	55,516
5. Carnegie Natural Gas Company.....	26,702	61,086	87,787
6. Columbia Gas and Electric Company.....	108,873	129,267	238,140
7. Manufacturers Light and Heat Company.....	34,928	59,800	94,728
Totals.....	572,043	1,852,319	2,424,362

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia
by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company,
Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company
and Manufacturers Light and Heat Company,
December 31, 1913.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company.....	224,987	701,456	926,443
2. Pittsburgh and West Virginia Gas Company.....	77,101	289,566	366,667
3. United Fuel Gas Company.....	32,187	788,373	820,560
4. Reserve Gas Company.....	35,277	20,211	55,488
5. Carnegie Natural Gas Company	25,190	67,339	92,529
6. Columbia Gas and Electric Company.....	106,923	131, 033	237,956
7. Manufacturers Light and Heat Company.....	31,928	57,990	89,918
Totals.....	533,593	2,055,968	2,589,561

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.

December 31, 1912.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company.....	201,693	714,710	916,403
2. Pittsburgh and West Virginia Gas Company.....	67,395	290,795	358,190
3. United Fuel Gas Company.....	26,624	718,688	745,312
4. Reserve Gas Company.....	33,076	22,395	55,471
5. Carnegie Natural Gas Company.....	22,303	68,866	91,169
6. Columbia Gas and Electric Company.....	86,611	149,447	236,058
7. Manufacturers Light and Heat Company.....	30,062	62,668	92,730
Totals.....	467,664	2,027,469	2,495,133

Statement Showing Acreage of Natural Gas Territory Held Within West Virginia by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,

December 31, 1911.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company.....	178,864	893,169	1,072,033
2. Pittsburgh and West Virginia Gas Company.....	55,940	387,335	443,675
3. United Fuel Gas Company.....	29,446	705,766	735,212
4. Reserve Gas Company.....	31,732	23,777	55,509
5. Carnegie Natural Gas Company.....	19,725	86,647	106,192
6. Columbia Gas and Electric Company.....	6,557	227,681	234,238
7. Manufacturers Light and Heat Company.....	29,164	58,651	87,815
Totals.....	351,428	2,382,846	2,734,274

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Statement Showing Acreage of Natural Gas Territory Held Within West Virginia by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, December 31, 1910.

	Developed	Undeveloped	Total
1. Hope Natural Gas Company	153,780	844,616	998,396
2. Pittsburgh and West Virginia Gas Company	47,091	424,357	471,448
3. United Fuel Gas Company	27,975	981,310	1,009,285
4. Reserve Gas Company	30,044	25,645	55,689
5. Carnegie Natural Gas Company.	16,050	79,631	97,681
6. Columbia Gas and Electric Company	5,000	181,563	186,563
7. Manufacturers Light and Heat Company	29,629	102,397	132,026
Totals	311,569	2,639,509	2,951,078

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, Combined for the Seven Companies.
1910-1919.

	Domestic	Industrial	Local Utilities	Total
1919	58,270	549	22	58,841
1918	55,217	611	17	55,845
1917	53,135	747	15	53,897
1916	50,249	729	15	50,993
1915	46,626	604	10	47,242
1914	45,295	628	9	45,932
1913	43,271	633	10	43,914
1912	40,051	638	16	40,705
1911	35,439	659	11	36,109
1910	33,880	552	8	34,440

W. Va. Exhibit No. 18, P.S.C.
(Introduced at page 1018, Record.)

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1919.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	17,326	131	9	17,466
2. Pittsburgh and West Virginia Gas Company....	4,250	86	3	4,339
3. United Fuel Gas Company.....	24,528	169	5	24,702
4. Reserve Gas Company.....	521	-	1	522
5. Carnegie Natural Gas Company.....	392	-	4	396
6. Columbia Gas and Electric Company.....	286	1	-	287
7. Manufacturers Light and Heat Company.....	10,967	162	-	11,129
Totals.....	58,270	549	22	58,841

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1918.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	16,569	198	6	16,773
2. Pittsburgh and West Virginia Gas Company..	4,021	107	2	4,126
3. United Fuel Gas Company.....	22,704	157	4	22,865
4. Reserve Gas Company.....	448	-	1	449
5. Carnegie Natural Gas Company.....	625	-	3	628
6. Columbia Gas and Electric Company.....	237	1	-	238
7. Manufacturers Light and Heat Company.....	10,613	152	1	10,766
Totals.....	55,217	611	17	55,845

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,

December 31, 1917.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	16,503	370	8	16,881
2. Pittsburgh and West Virginia Gas Co.....	3,804	91	1	3,896
3. United Fuel Gas Company.....	21,691	129	4	21,824
4. Reserve Gas Company.....	459	-	1	460
5. Carnegie Natural Gas Company.....	521	-	-	521
6. Columbia Gas and Electric Company.....	230	1	-	231
7. Manufacturers Light and Heat Company.....	9,927	156	1	10,084
Totals.....	53,135	747	15	53,897

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1916.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	15,476	363	8	15,847
2. Pittsburgh and West Virginia Gas Co.....	3,532	82	1	3,615
3. United Fuel Gas Company.....	20,474	127	3	20,604
4. Reserve Gas Company.....	414	-	1	415
5. Carnegie Natural Gas Company.....	217	-	-	217
6. Columbia Gas and Electric Company.....	209	1	-	210
7. Manufacturers Light and Heat Co.....	9,927	156	2	10,085
Totals.....	50,249	729	15	50,993

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1915.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	14,907	297	4	15,208
2. Pittsburgh and West Virginia Gas Company....	3,268	43	2	3,313
3. United Fuel Gas Company.....	18,538	120	2	18,660
4. Reserve Gas Company.....	674	-	1	675
5. Carnegie Natural Gas Company.....	160	-	-	160
6. Columbia Gas and Electric Company.....	183	-	-	183
7. Manufacturers Light and Heat Company.....	8,898	144	1	9,043
Totals.....	46,628	604	10	47,242

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1914.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	14,653	286	4	14,943
2. Pittsburgh and West Virginia Gas Company.....	3,260	42	2	3,304
3. United Fuel Gas Company.....	18,248	163	1	18,412
4. Reserve Gas Company.....	639	-	1	640
5. Carnegie Natural Gas Company.....	137	-	-	137
6. Columbia Gas and Electric Company.....	173	-	-	173
7. Manufacturers Light and Heat Company.....	8,185	137	1	8,323
Totals.....	45,295	628	9	45,932

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1913.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	14,065	286	4	14,355
2. Pittsburgh and West Virginia Gas Col.....	3,173	35	4	3,212
3. United Fuel Gas Company.....	17,436	164	1	17,601
4. Reserve Gas Company.....	561	-	1	562
5. Carnegie Natural Gas Company.....	106	-	-	106
6. Columbia Gas and Electric Company.....	132	-	-	132
7. Manufacturers Light and Heat Company.....	7,778	148	-	7,926
Totals.....	43,271	633	10	43,914

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1912.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	14,560	262	4	14,826
2. Pittsburgh and West Virginia Gas Company.	3,185	37	4	3,226
3. United Fuel Gas Company.....	14,457	167	3	14,627
4. Reserve Gas Company.....	497	-	1	498
5. Carnegie Natural Gas Company.....	102	-	-	102
6. Columbia Gas and Electric Company.....	91	1	3	95
7. Manufacturers Light and Heat Company.....	7,159	171	1	7,331
Totals.....	40,051	638	16	40,705

Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company, and Manufacturers Light and Heat Company,

December 31, 1911.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company.....	12,923	232	5	13,160
2. Pittsburgh and West Virginia Gas Company.....	3,088	66	3	3,157
3. United Fuel Gas Company.....	12,938	168	1	13,107
4. Reserve Gas Company.....	450	-	-	451
5. Carnegie Natural Gas Company.....	76	-	-	76
6. Columbia Gas and Electric Company.....	81	1	-	82
7. Manufacturers Light and Heat Company.....	5,883	192	1	6,076
Totals.....	35,439	659	11	36,109

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Statement Showing Number of Consumers Within West Virginia Furnished Natural Gas by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company,
December 31, 1910.

	Domestic	Industrial	Local Utilities	Total
1. Hope Natural Gas Company	12,627	259	2	12,888
2. Pittsburgh and West Virginia Gas Company	2,936	66	2	3,004
3. United Fuel Gas Company	11,635	35	1	11,671
4. Reserve Gas Company	227	-	2	229
5. Carnegie Natural Gas Company	75	-	-	75
6. Columbia Gas and Electric Company	-	-	-	-
7. Manufacturers Light and Heat Company	6,380	192	1	6,573
Totals	33,880	552	8	34,440

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, Combined for the Seven Companies,
1911-1919.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States,
	Domestic	Industrial	Local Utilities	Total	
	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.
1919.....	9,110,775	17,939,642	2,310,394	29,360,811	135,065,530
1918.....	9,636,512	18,696,999	1,786,762	30,120,273	171,565,429
1917.....	8,081,418	16,612,359	2,196,099	26,889,876	196,627,901
1916.....	6,929,920	14,616,034	2,980,905	24,526,859	196,365,724
1915.....	6,342,959	11,535,182	982,726	18,860,867	151,833,628
1914.....	6,700,019	13,474,923	437,657	20,612,599	146,013,131
1913.....	6,536,590	15,108,590	652,497	22,297,677	145,600,069
1912.....	6,212,443	14,065,869	823,131	21,101,443	150,949,519
1911.....	4,606,910	11,702,093	889,744	17,200,747	130,230,499

W. Va. Exhibit No. 19, R.E.S.
(Introduced at page 1018, Record)

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Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, for the Year Ended December 31, 1919.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company.....	2,512,816	3,678,644	1,450,720	7,642,180	41,516,284
2. Pittsburgh and West Virginia Gas Co...	554,350	2,343,625	347,724	3,245,699	23,193,406
3. United Fuel Gas Company.....	4,336,112	7,754,233	200,518	12,290,863	16,742,462
4. Reserve Gas Company.....	78,429	-	-	78,429	14,619,509
5. Carnegie Natural Gas Company.....	142,968	527,122	311,432	981,522	9,816,290
6. Columbia Gas and Electric Company.....	33,747	59,915	-	93,662	15,386,404
7. Manufacturers Light and Heat Company..	1,452,553	3,376,103	-	4,828,456	13,991,175
Totals.....	9,110,775	17,939,642	2,310,394	29,360,811	135,065,530

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1918.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities. M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company.....	2,573,997	4,225,933	1,592,454	8,392,384	57,027,886
2. Pittsburgh and West Virginia Gas Co.....	567,646	2,858,751	51,563	3,477,960	29,856,653
3. United Fuel Gas Company.....	4,142,002	5,960,968	22,402	10,125,452	18,636,825
4. Reserve Gas Company.....	82,605	2,024,411	-	2,107,106	18,199,043
5. Carnegie Natural Gas Company.....	750,579	-	119,585	870,164	17,904,150
6. Columbia Gas and Electric Company.....	25,336	25,729	-	51,065	15,775,400
7. Manufacturers Light and Heat Co.....	1,494,287	3,601,207	758	5,096,252	14,165,470
Totals.....	9,636,512	18,696,999	1,786,762	30,120,273	171,565,429

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1917.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States
	Domestic	Industrial	Local Utilities	Total	
	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company.....	2,534,237	14,663,134	2,143,070	19,340,441	70,799,928
2. Pittsburgh and West Virginia Gas Co....	544,277	2,483,130	-	3,027,407	34,856,443
3. United Fuel Gas Company.....	3,675,819	6,015,143	23,927	9,714,889	22,287,058
4. Reserve Gas Company.....	73,418	1,586,749	-	1,660,167	19,243,867
5. Carnegie Natural Gas Company.....	20,037	347,622	-	367,659	16,707,700
6. Columbia Gas and Electric Company.....	32,105	46,384	-	78,490	20,742,192
7. Manufacturers Light and Heat Co.....	1,201,524	5,098,557	29,102	6,329,183	15,523,979
	8,081,418	30,240,719	2,196,099	40,518,236	196,627,901
Less Gas Used for Field Purposes.....	--	13,628,360	-	13,628,360	-
Totals.....	8,081,418	16,612,359	2,196,099	26,889,876	196,627,901

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.
For the Year Ended December 31, 1916.

	Furnished to West Virginia Consumers				Transported, or Sold for Transportation, to Other States
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company	2,211,045	14,530,886	1,982,340	18,724,271	74,640,442
2. Pittsburgh and West Virginia Gas Co.	464,887	1,803,693	-	2,268,580	36,516,307
3. United Fuel Gas Company	3,003,514	3,961,546	971,217	8,016,277	20,413,399
4. Reserve Gas Company	67,897	1,263,059	-	1,330,956	17,715,826
5. Carnegie Natural Gas Company	13,555	520,632	-	534,187	15,895,540
6. Columbia Gas and Electric Company	24,190	46,047	-	70,237	15,605,729
7. Manufacturers Light and Heat Co.	1,064,832	5,328,752	27,348	6,920,932	15,578,481
	6,929,920	27,954,615	2,980,905	37,865,440	196,365,724
Less Gas Used for Field Purposes	-	13,338,581	-	13,338,581	-
Totals	6,929,920	14,616,034	2,980,905	24,526,859	196,365,724

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1915.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company.....	2,120,929	9,879,763	827,064	12,827,756	44,995,517
2. Pittsburgh and West Virginia Gas Co....	432,523	1,687,450	12,351	2,132,324	35,137,703
3. United Fuel Gas Company.....	2,739,727	3,220,144	121,462	6,081,333	15,251,732
4. Reserve Gas Company.....	59,599	779,295	-	838,894	16,567,463
5. Carnegie Natural Gas Company.....	8,863	247,075	-	255,938	14,866,869
6. Columbia Gas and Electric Company.....	20,712	45,350	1,117	67,179	14,009,389
7. Manufacturers Light and Heat Co.....	960,606	5,266,256	20,732	6,247,594	11,004,956
	6,342,959	21,125,333	982,726	28,451,018	151,833,628
Less Gas Used for Field Purposes.....	-	9,590,151	-	9,590,151	-
Totals.....	6,342,959	11,535,182	982,726	18,860,867	151,833,628

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1914.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company	2,100,765	11,864,719	403,235	14,368,719	50,918,936
2. Pittsburgh and West Virginia Gas Co.	412,360	1,260,150	16,136	1,688,666	25,806,958
3. United Fuel Gas Company	2,773,154	3,910,159	-	6,683,313	14,455,686
4. Reserve Gas Company	58,286	625,941	-	684,227	17,643,869
5. Carnegie Natural Gas Company	403,615	-	-	403,615	14,044,865
6. Columbia Gas and Electric Company	13,252	-	-	13,252	15,991,282
7. Manufacturers Light and Heat Co.	936,547	4,870,834	18,286	5,827,687	7,151,515
	6,700,019	22,531,803	437,657	29,669,479	146,013,131
Less Gas Used for Field Purposes	-	9,056,880	-	9,056,880	-
Totals	6,700,019	13,474,923	437,657	20,612,599	146,013,131

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1913.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States.
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company	2,390,846	11,165,707	227,030	13,783,583	62,764,528
2. Pittsburgh and West Virginia Gas Co.	452,832	1,467,934	374,490	2,295,256	19,835,497
3. United Fuel Gas Company	2,319,160	5,443,454	-	7,762,614	11,714,226
4. Reserve Gas Company	145,960	621,602	-	767,562	14,330,136
5. Carnegie Natural Gas Company	320,285	-	-	320,285	16,405,849
6. Columbia Gas and Electric Company	9,830	-	-	9,830	12,885,958
7. Manufacturers Light and Heat Co.	897,677	4,884,005	50,977	5,832,659	7,663,876
	6,536,590	23,582,702	652,497	30,771,789	145,600,069
Less Gas Used for Field Purposes	-	8,474,112	-	8,474,112	-
Totals.	6,536,590	15,108,590	652,497	22,297,677	145,600,069

Statement Showing Distribution of Their Net Supply of West Virginia Natural Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company.
For the Year Ended December 31, 1912.

	Furnished to West Virginia Consumers.				Transported, or Sold for Transportation, to Other States.
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company	2,336,856	9,065,773	293,798	11,696,427	67,143,714
2. Pittsburgh and West Virginia Gas Co.	475,182	1,365,985	481,193	2,322,360	26,915,587
3. United Fuel Gas Company	2,130,272	7,116,218	-	9,246,490	9,108,654
4. Reserve Gas Company	135,861	429,024	-	564,885	10,955,725
5. Carnegie Natural Gas Company	298,741	-	-	298,741	16,750,500
6. Columbia Gas and Electric Company	10,467	3,210	-	13,677	12,322,707
7. Manufacturers Light and Heat Co.	825,064	4,494,438	48,140	5,367,642	7,752,632
	6,212,443	22,474,648	823,131	29,510,222	150,949,519
Less Gas Used for Field Purposes	-	8,408,779	-	8,408,779	-
Totals	6,212,443	14,065,869	823,131	21,101,443	150,949,519

Statement Showing Distribution of Their Net Supply of West Virginia Gas, by the Hope Natural Gas Company, Pittsburgh and West Virginia Gas Company, United Fuel Gas Company, Reserve Gas Company, Carnegie Natural Gas Company, Columbia Gas and Electric Company and Manufacturers Light and Heat Company, For the Year Ended December 31, 1911.

	Sold to West Virginia Consumers.				Exported, Not for Distribution, etc.
	Domestic M. Cu. Ft.	Industrial M. Cu. Ft.	Local Utilities M. Cu. Ft.	Total M. Cu. Ft.	M. Cu. Ft.
1. Hope Natural Gas Company	1,906,358	9,183,893	133,007	11,223,258	6,960
2. Pittsburgh and West Virginia Gas Co.	78,118	1,546,615	756,737	2,381,470	240,093
3. United Fuel Gas Company	1,760,610	4,054,638	-	5,815,248	7,487,049
4. Reserve Gas Company	38,466	271,097	-	309,563	8,974,707
5. Carnegie Natural Gas Company	149,885	-	-	149,885	13,220,061
6. Columbia Gas and Electric Company	6,678	1,046	-	7,724	10,668,740
7. Manufacturers Light and Heat Co.	668,795	3,977,166	-	4,645,961	7,271,809
	4,608,910	19,034,455	889,744	24,533,109	130,230,499
Less Gas Used for Field Purposes	-	7,332,362	-	7,332,362	-
Totals	4,608,910	11,702,093	889,744	17,200,747	130,230,499

FOLDOUT(S) IS/ARE TOO LARGE TO BE FILMED

451 W. VA. Ex. 33.

Wheeling Natural Gas Co. et al

to

Hope Natural Gas Co.

Assignment.

NOTE.—At page 1171 of the printed record the Commissioner suggested that the indenture by the Wheeling Natural Gas Company and others to the Hope Natural Gas Company, dated June 27, 1911, proof of statistical contents of which was offered as tabulation of a voluminous document, be "marked as an exhibit, not to be printed in the record, but to be preserved as an exhibit in the case in the same way that certain maps are being preserved—without preparation to have the same printed or copied into the record. Counsel for the complainant can then have access to the exhibit as part of the case to make any correction of the conclusions which the witness, Nease, is prepared to draw from the document in his condensed form." Whereupon counsel for the State of West Virginia accepted the suggestion of the Commissioner and offered in evidence an attested copy of said indenture, marked for identification West Virginia Exhibit No. 33.

452 W. VA. Ex. 34.

Mountain State Gas Co.

to

Hope Natural Gas Co.

Indenture.

NOTE.—At page 1173 of the printed record, the Commissioner suggested that the same disposition be made of the indenture by the Mountain State Gas Company to the Hope Natural Gas Company, dated April 1, 1910, as was made of the indenture of the Wheeling Natural Gas Company and others to the Hope Natural Gas Company (at page 1171 of the printed record), to be marked as an exhibit, not to be printed in the record, but to be preserved as an exhibit in the case. Whereupon an attested copy of said indenture from the Mountain State Gas Company to the Hope Natural Gas Company was put in evidence to be marked for identification West Virginia Exhibit No. 34.

W. VA. EX. 35. J. B. S.

(Introduced at Page 1199, Record.)

This agreement, made and entered into this 5th day of July, 1913, by and between United Fuel Gas Company, a West Virginia corporation, party of the first part, hereinafter called "United Company", and, Louisville Gas and Electric Company, a Kentucky corporation, party of the second part, hereinafter call- "second party":

Whereas, United Company is the owner of natural gas wells, gas rights, gas leases and gas producing contracts in the States of West Virginia and Kentucky and is the owner of pipe lines through which the natural gas produced from its properties and leases and purchased under its contracts can be transported to a measuring station in or near the village of Inez, Martin County, Kentucky, hereinafter more particularly referred to and

Whereas, Second Party owns an extensive distributing system for the distribution of gas in the city of Louisville, Kentucky, and in its neighborhood and desires to supply the consumers upon said system with natural gas; and

Whereas, Second Party has made arrangements for the construction of a twelve-inch pipe line for the transportion of natural gas from the measuring station near Inez, to Louisville, which will be owned or controlled by it, and desires to enter into a contract for the purchase of natural gas at said measuring station.

Now, therefore, this agreement witnesseth that the parties hereto, in consideration of the premises, and of their mutual covenants and agreements herein contained, have agreed and do hereby agree as follows:

First. United Company agrees to construct a measuring station at a convenient point to be agreed upon by the parties hereto at or near the said village of Inez, and to connect same with its own lines and with Second Party's line, so as to be prepared to furnish and deliver gas through said twelve-inch line as soon as said pipe line is fully completed and ready for operation. The said measuring station shall be known as "Inez Station", and shall be equipped with Standard Pitot tubes or such other accurate measuring devices as the parties hereto may subsequently agree upon in substitution for said Pitot tubes; all apparatus and equipment to be installed and operated in said station, and the character and efficiency thereof, shall be satisfactory to Second Party. The cost of erecting and equipping the said station, and of operating and maintaining same, and of reading, checking and registering the measuring devices therein, shall
454 be wholly borne and paid for by United Company. The said station shall be operated by United Company, but shall be open at all times to the inspection of Second Party and its representatives, who shall also have the right to place therein one or more represent-

atives day and night to check the readings of the water tubes and pressure gauges therein made by the representatives of the United Company, and also to make their own readings of the said tubes and gauges, and check and carry away a record thereof, as well as memoranda therefrom and copies of the readings made by the representatives of United Company; but Second Party shall bear and pay the whole expense of Second Party's representatives in such stations.

Second. Second Party agrees to cause the 12-inch pipe line hereinbefore referred to, to be constructed and completed in accordance with the terms of the contract for the construction of the same hereinbefore referred to, or in case the other parties to said contract fail so to construct and complete said pipe line, that it, the said Second Party will nevertheless cause said pipe line to be constructed and completed with all due diligence. It is understood and agreed that the said twelve-inch line is to be used during the life of this contract or any renewal or extension thereof for the sole purpose of delivering the quantities of natural gas deliverable under this contract, and so long as United Company shall be able to comply with the terms and conditions of this contract its capacity shall be reserved for this purpose. United Company undertakes and agrees to sell Second Party, and Second Party agrees to purchase and take from United Company each year during the continuance of this contract (commencing upon the completion of the pipe line hereinbefore referred to, and the necessary connections) natural gas to an amount requisite for the supply of the consumers upon the distributing systems in and about the city of Louisville, now or hereafter owned by Second Party, and Second Party shall also have the right to purchase and take natural gas through said pipe line for the supply of such other consumers beyond the limits of said distributing systems, as can be conveniently supplied with natural gas through said pipe line; provided however, the quantity so taken by Second Party shall not exceed the capacity of the said twelve inch line with a pressure at the initial end thereof of three hundred and fifty pounds to the square inch. Nothing herein contained shall limit the right of the Second Party to purchase elsewhere any quantities of gas over and above the capacity of the said twelve-inch line, with an initial pressure of three hundred and fifty pounds to the square inch, but if the capacity of the pipe lines owned or controlled by Second Party or operated in its interest from the Kentucky-West Virginia border to Louisville, shall at any time or times be increased beyond the capacity of the twelve-inch line above mentioned, by additional construction or otherwise during the continuance of this agreement, then if United Company so elects, but not otherwise, this agreement shall be modified by substituting such increased capacity for the capacity of said twelve-inch pipe line as the limit of the quantity of gas to be taken hereunder, provided, however, that United Company shall in the case of every such increase exercise such election within ninety days after Second Party shall have called upon it so to do, offering to provide the increased capacity with all reasonable diligence.

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Third. Seven months prior to January 1st during each year of the term of this contract Second Party shall give to United Company written notice specifying the amount of gas that is estimated to be required for the supply of the consumers upon the distributing systems hereinbefore referred to, during the year commencing January 1st, succeeding the time of such notice. United Company agrees to give Second Party written notice not less than five months prior to January 1st if in the judgment of the Manager of United Company the supply of gas available for delivery hereunder has so diminished that United Company will be unable to deliver to Second Party in the year beginning January 1st, following such notice as much gas as is being delivered during the current year; and United Company shall also give to Second Party written notice not less than sixty days after the receipt of said yearly estimate of Second Party if in the judgment of the Manager of United Company the supply of gas available for delivery hereunder is so diminished as to prevent United Company from delivering to Second Party the amount of such estimate United Company shall state in such notice an estimate of the amount of gas which United Company is able to deliver for the year embraced in the notice.

Fourth. The gas deliverable hereunder shall be delivered by United Company and taken by Second Party at the Inez measuring station hereinbefore provided for, and the amount of gas furnished and delivered hereunder at such point of delivery, shall be determined as follows:

Readings of the Pitot tubes or other measuring devices provided for shall be made at regular fifteen minute intervals throughout the twenty-four hours of each day, and duplicate statements of the readings shall be mailed daily to United Company and to Second Party. From such readings of the measuring tubes
456 or devices the amount of natural gas furnished and delivered each month shall be computed on the basis of ten ounces pressure above atmospheric, according to Boyle's law for the measurement of gas at varying pressures. After the installation of the said station the atmospheric pressure and temperature for use in such computations shall be ascertained by actual tests made at the station over a period of time satisfactory to both parties hereto; but until such actual tests are completed 14.4 pounds per square inch is now adopted as the atmospheric pressure for such computations, and 60 degrees Fahrenheit as a fixed temperature. This method of measurement is hereby adopted as the basis of measurement for the purpose of this agreement and payments for gas shall be upon the monthly statements rendered by United Company to Second Party showing the total computation of gas so measured during the month.

Fifth. Second Party undertakes and agrees to pay to United Company for natural gas sold and delivered to Second Party by United Company hereunder the following prices, (the periods of time named are from the time after the first introduction of natural gas into Louisville, through said pipe line):

First six months	7½¢
Second six months	8¢
Second year	9¢
Third year	10¢
Fourth year	11¢
Fifth year	12¢
Sixth year	13¢
Seventh year	14¢
Eighth year	15¢
Ninth year	15¢
Tenth year	15¢
Eleventh year	15½¢
Twelfth year	15½¢
Thirteenth year	15½¢
Fourteenth year	16¢
Fifteenth year	16¢
Sixteenth year	16¢
Seventeenth year and succeeding years of the contract	17½¢

Sixth. The above prices are in each case for one thousand cubic feet of natural gas measured at Inez station near the State Line between West Virginia and Kentucky, and on a basis of ten ounces pressure to the square inch, according to Boyle's law for the measurement of gas at varying pressures.

Seventh. It is further understood and agreed that in case any lawful tax or assessment is hereafter imposed on natural gas in any manner so as to constitute in effect a charge upon the gas delivered hereunder, the amount of such tax or assessment or charges shall be borne one-half by United Company and one-half by Second Party insofar as it effects or relates to, or is ap-
457 portionable to the natural gas deliverable hereunder, and in the event the United Company is required to pay the same, one-half of the amount thereof shall be paid by Second Party to United Company in addition to the prices above stated.

Eighth. It is further understood and agreed that during the first three years after the commencement of the delivery of gas hereunder the difference between the requirements of the domestic consumers supplied from the aforesaid twelve-inch pipe line, and the capacity of the twelve-inch line at three hundred and fifty pounds pressure at Inez station, may be sold to manufacturers and factories, and during said three year period gas purchased by Second Party for such deliveries shall be sold to Second Party at prices ten per cent below the current prices for domestic gas as specified in the above table.

It is understood, however, that the furnishing of the agreed amount of gas at the reduced price is subject to the ability of United Company to furnish same without compression or pumping, and that if compression or pumping is necessary, the cost of such compression or pumping is to be added to the special prices for manufacturers' and factory gas. All gas sold below domestic rates

shall be deemed to be factory or manufacturers' gas within the meaning of this provision.

Ninth. United Company shall on or before the 10th day of each month render a statement and bill to Second Party for the gas purchased and taken during the month next preceding, ascertained in the manner hereinbefore provided for, and Second Party undertakes and agrees that on or before the 20th day of each month it will pay to United Company the amount due to United Company for all gas so delivered to Second Party during the month next preceding.

Tenth. At any and all times when gas is being sold to Second Party for factory purposes at a reduced rate as hereinbefore provided, Second Party shall render a statement to United Company on or before the 5th day of each month showing gas purchased and taken during the month next preceding for factory purposes at the reduced rate agreed upon.

The amount of gas so purchased and taken shall be paid for at the agreed reduced rate and the balance of the gas as shown by the measurements at Inez measuring station shall be accounted and paid for as domestic gas at the prices provided for in the Fifth paragraph hereof.

458 Eleventh. If Second Party sells gas for factory purposes at a greater pressure than eight ounces same shall be reduced to eight ounces by applying the usual multiple to the end that all gas so sold for factory purposes shall be paid for under the terms of this contract on the basis of an eight ounce pressure. All gas sold for factory purposes shall be accurately metered by meters or measuring devices mutually satisfactory to the parties hereto, and the meters or other measuring devices set to register factory consumption shall be read daily. For the purpose of checking the statements rendered of gas sold for factory consumption the books of all companies owning the distributing systems through which said gas is delivered shall be open to the properly accredited representatives of United Company for inspection and audit to a sufficient extent only to check up the statements furnished as to the sales of gas for factory purposes upon which the benefit of the reduced rate is claimed, and the meters or measuring devices set for the measuring of factory gas shall be subject to inspection and test by the representatives of United Company at all reasonable times, and shall also be inspected and tested from time to time by representatives of the several parties and when found to be defective or inaccurate the same shall be replaced and corrected.

Twelfth. No dominion or control over the natural gas delivered under this contract shall remain in United Company after the gas passes the point of delivery, nor shall United Company be responsible for or on account of anything that may be done, happen or arise touching said gas after it is delivered at Inez Station, and second party undertakes and agrees that it will at all times and from time to time keep free, save harmless and indemnify United

Company from any and all manner of claims, suits and damages on account of any conduct, act or thing touching said gas after it has left the said point of delivery.

Thirteenth. United Company undertakes and agrees that it will use reasonable diligence in developing and drilling on gas leases and property at the time controlled by it for the purpose of fulfilling its obligations hereunder and enabling it to deliver gas to the full capacity of said pipe line at a pressure of three hundred and fifty pounds to the square inch at the initial end thereof; but such maximum pressure of three hundred and fifty pounds to the square inch need not be maintained except during such periods of time as Second Party may from time to time demand in order to enable it to satisfactorily supply its consumers; and for the above purposes will also build, provide, maintain and operate in good order,
459 condition and manner such compressor stations, pipe lines from its said gas wells, connections and other facilities necessary therefore United Company further agrees that it will also use reasonable diligence consistent with good business judgment in obtaining and developing new gas leases and contracts for gas when the same become necessary in order to enable it to deliver gas under the terms of this contract and such extensions, leases and contracts can be obtained on a basis profitable to said United Company.

Fourteenth. It is mutually understood and agreed that where either party to this contract without fault or neglect on its part fails to perform any obligations herein assumed by it, and such failure is due to acts of God, or to a public enemy, strikes, riots, injunctions or other interference through legal proceedings, breakage, or accidents to machinery or lines of pipe, washouts, earthquakes storms, freezing of lines or wells, sudden, partial or entire failure of gas wells, or any cause beyond its control, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder; but such party shall use due diligence to again put itself forthwith in position to carry out all the obligations which by the terms hereof it has assumed, and so far as possible shall give the other party notice in writing or by telephone or telegraph of the shutting off of gas to make repairs or alterations.

Fifteenth. Unless previously terminated pursuant to the provisions herein contained or by mutual consent of the parties hereto, this contract shall continue for the term of twenty years from its date. Upon the termination of said contract United Company agrees that it will make a contract with Second Party for a further period, provided United Company then has natural gas available for sale, and Second Party is willing to purchase the same on terms as favorable to United Company as United Company can obtain from other parties. Second Party likewise agrees that after the expiration of said contract period of twenty years it will make a contract with United Company for a further period if Second Party desires to purchase natural gas and United Company will sell the same to

Second Party on terms as favorable to Second Party as it can obtain from other parties.

It is mutually understood and agreed that if either party shall desire to avail itself of the right to a further contract herein
460 given, it shall give notice of its election so to do at least twelve months before the expiration of the period of twenty years.

Sixteenth. The obligations of United Company at any time to deliver gas under this contract shall be limited to the amount of gas produced by United Company from gas fields then owned or leased by it and gas purchased by it under contracts then current for the purchase of gas which shall remain available for delivery hereunder after deducting from the total amount so produced and purchased;

(*a*) The quantities of natural gas necessary to supply at any and all times domestic consumers connected to United Company's own distributing system in West Virginia and domestic consumers in the towns in Ohio and Kentucky where it is now supplying natural gas directly to consumers and also natural gas now supplied to the distributing company in the town of Portsmouth, Ohio;

(*b*) The quantities of natural gas then deliverable to the Columbia Gas & Electric Company under a certain contract between United Company and that Company, dated December 1st, 1909, or under any renewal or renewals of said contract or by reason of the exercise at any time or times heretofore or hereafter by United Company of any of the options given to it by the terms of said contract, United Company hereby reserving to itself the right to extend such contract or hereafter to exercise any or all of said options;

(*c*) Such quantities, not exceeding the capacity of an eighteen inch pipe line, as United Company shall then be delivering to The Ohio Fuel Supply Company;

(*d*) Such quantities, not exceeding the capacity of an eighteen inch pipe line, as United Company shall then be delivering to the Hope Natural Gas Company;

(*e*) Such quantities, not exceeding the capacity of a ten inch pipe line, as United Company shall then be delivering to the Central Kentucky Natural Gas Company.

United Company reserves the right in the usual course of its business to surrender, exchange, sell or otherwise dispose of any part of the gas properties now or hereafter owned or leased by it; should, however, United Company desire to sell its gas properties as a whole it shall do so only subject to this agreement.

Seventeenth. It is mutually understood and agreed that in case Second Party shall fail to pay to United Company any amounts that may be due and payable hereunder to United Company within twenty days after such amount becomes due and payable, United

Company shall have the right, without cancelling this
461 & 462 contract or waiving any of its rights hereunder, to suspend the delivery of natural gas hereunder until all amounts due it are paid, or at i-s option shall have the right to terminate this contract on thirty days' notice to Second Party without prejudice to its right to collect the amoun due to it at the time of such termination of gas previously furnished hereunder.

Eighteenth. The gas to be delivered by United Company hereunder shall be the natural gas as it flows from the wells, except as the same may be changed or altered by the process of compression, pumping and transportation; but Second Party shall not be required to accept hereunder any gas which is not merchantable.

Nineteenth. This contract shall bind and run in favor of the parties hereto, and their respective successors and assigns; but shall not be assigned by either party without the consent of the other.

Twentieth. This contract executed in duplicate.

In witness whereof, the parties hereto have hereunto caused their corporate names to be signed by their respective Presidents or vice-presidents and their respective seals to be hereunto affixed by their respective Secretaries the day and year first above written.

[U. F. G. Co. Seal.] UNITED FUEL GAS COMPANY
(INCORPORATED),
By F. W. CRAWFORD,
President.

Attest:
H. C. REESER,
Secretary.

[L. G. & E. Co. Seal.] LOUISVILLE GAS AND ELECTRIC COMPANY,
By GEO. H. HAINES,
President.

Attest:
M. GRAF,
Secretary.

463 UNITED FUEL AND PORTSMOUTH CO.'S W. VA. EX. 36.

(Introduced at page 1199, Record.)

W. VA. EX. #36. J. B. S.

This agreement, Made this 25th day of October, 1915, by and between United Fuel Gas Company, a corporation organized and existing under the laws of the State of West Virginia, hereinafter called the "United Fuel Company," party of the first part, and The Portsmouth Gas Company, a corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Portsmouth Company," party of the second part,

Witnesseth:

Whereas, the United Fuel Company is the successor in interest of the United States Natural Gas Company under a contract bearing

date the 25th day of September, 1905, between said last mentioned Company and the Portsmouth Company for the sale of natural gas to said Portsmouth Company to be distributed by it in the City of Portsmouth, Ohio, for a term of ten (10) years, ending on the 15th day of December, 1915; and

Whereas the parties hereto have agreed upon terms for the sale of natural gas to the party of the second part by the party of the first part for an additional term of years as hereinafter set forth;

Now, therefore, this agreement witnesseth: That the parties hereto, in consideration of the premises and of their mutual covenants herein contained, have agreed and do hereby agree as follows:

First. The said contract of the 25th day of September, 1905, shall be and the same is, together with all of its terms, provisions and conditions, extended to the 1st day of January, 1916, except that the party of the first part relinquishes the options thereby given to it of renewing said contract for a term of ten (10) years and of purchasing the plant owned by the party of the second part. It is understood, however, that while said contract as extended shall terminate as of January 1, 1916, yet the prices paid by the Portsmouth Company to United Fuel Company for gas shall be governed by the terms of said original contract only to and including the meter readings, in the regular course of business of the Portsmouth Company, for the month of December, 1915, and thereafter for all gas furnished, the price shall be determined by the terms and pro-
464 visions of this indenture.

Second. The United Fuel Company agrees to furnish to the Portsmouth Company at come convenient point near the easterly limit of the City of Portsmouth, to be selected by mutual agreement, and the Portsmouth Company agrees to take from and pay said United Fuel Company for all of the natural gas which the Portsmouth Company may sell or distribute to its class of consumers commonly classified as "domestic consumers" in the present corporate limits of said City of Portsmouth, for a term of ten (10) years, commencing on the 1st day of January, 1916, and ending on the 1st day of January, 1926. The obligation of the United Fuel Company under this paragraph is subject, however, to the limitations hereinafter set forth.

Third. The United Fuel Company agrees that it will construct, at its own cost and expense, at the location to be agreed upon as aforesaid, a suitable measuring station, and will install therein and maintain an orifice, pitot tubes or other standard measuring device for determining the amount of gas delivered to said Portsmouth Company and will furnish to said Portsmouth Company monthly statements of the amounts so delivered, accompanied by the original charts or reports. The amounts so delivered during each month for which such statement shall be furnished, shall be ascertained from the charts of such orifice or meter which may be in use or from the readings of such pitot tubes computed on the basis of ten (10) ounces above the atmospheric pressure of fourteen and four-tenths (14.4)

pounds per square inch according to Boyle's law for the measurement of gas at varying pressures, and on a temperature basis of forty (40) degrees Fahrenheit, flowing, and fifty (50) degrees Fahrenheit, storage, without further allowance for actual temperatures or barometric conditions. The Portsmouth Company shall have constant access to the meters or other measuring devices with the right to have its representatives verify all readings and reports and shall have the further right at any time, upon notice to the United Fuel Company, to require a special test of the meters or measuring devices. The cost of such special tests shall be borne by the Portsmouth Company if the result shows the meters to have been within three (3)
465 per cent correct; otherwise such cost shall be borne by the selling party.

Fourth. The Portsmouth Company undertakes and agrees to pay to United Fuel Company for the natural gas sold and delivered hereunder the following prices:

For all gas delivered during the calendar year of 1916, including that delivered after the meter readings for the month of December, 1915, seventeen (17) cents.

For all gas delivered during the calendar year of 1917, seventeen and one-fourth (17¼) cents.

For all gas delivered during the calendar year of 1918, seventeen and one-half (17½) cents.

For all gas delivered during the calendar year of 1919, eighteen (18) cents.

For all gas delivered during the calendar year of 1920, and each year thereafter of the term of this contract, nineteen (19) cents.

The above prices are in each case for one (1) thousand cubic feet of natural gas, measured in the manner hereinabove set forth.

Provided, however, that in the event the rate charged by the Portsmouth Company for natural gas supplied by it to its domestic consumers in said City of Portsmouth shall be increased to a higher rate than that now so charged, at any time during said term of ten (10) years, then for all the time which such higher rate may be charged by said Portsmouth Company, the latter agrees to pay to said United Fuel Company an additional price per thousand cubic feet to be determined as follows, viz: The additional price to be paid, in such event, by the Portsmouth Company to United Fuel Company shall be an amount per thousand cubic feet equal to thirty (30) per cent of the amount of increase in price per thousand cubic feet over the existing domestic rate charged by said Portsmouth Company for such part of the term of five (5) years, commencing on the 1st day of January, 1916, as the Portsmouth Company may charge a rate higher than the present rate and an amount equal to fifty (50) per cent of the amount of increase in price over said existing rate which may be charged by said Portsmouth Company for such part
466 of the term of five (5) years, commencing on the 1st day of January, 1921, as the Portsmouth Company may charge a rate higher than the present rate.

Fifth. The obligations of the United Fuel Company at any time to deliver gas under this contract shall be limited to the amount of gas produced by it from gas fields then owned or leased by it and gas purchased by it under contracts then current for the purchase of gas, after deducting from the total amount so produced and purchased—

(*a*) The quantities of natural gas necessary to supply at any and all times domestic consumers connected to the now existing distributing systems of United Fuel Company in West Virginia, Ohio and Kentucky.

(*b*) The quantities then deliverable to the Ohio Fuel Supply Company under a contract between United Fuel Company and said Ohio Fuel Supply Company, bearing date the 19th day of September, 1910.

(*c*) The quantities then deliverable to the Columbia Gas and Electric Company under a contract between United Fuel Company and said Columbia Gas and Electric Company, dated January 1, 1913.

(*d*) The quantities then deliverable to the Hope Natural Gas Company or its assigns, under contract between United Fuel Company and said Hope Natural Gas Company, bearing date the 1st day of July, 1910.

(*e*) The quantities then deliverable to the Central Kentucky Natural Gas Company, under contract between United Fuel Company and said Central Kentucky Natural Gas Company, bearing date the 1st day of November, 1912.

(*f*) The quantities then deliverable to Louisville Gas and Electric Company under contract between United Fuel Company and said Louisville Gas and Electric Company, bearing date the 5th day of July, 1913.

The United Fuel Company reserves the right also in the usual course of its business to surrender, exchange, sell or otherwise dispose of any part of the gas properties now or hereafter owned or leased by it; should, however, the United Fuel Company desire to sell its gas properties as a whole it shall do so only subject to this
467 agreement.

Sixth. In addition to the natural gas herein agreed to be sold by the party of the first part to the party of the second part for the use of consumers classified as domestic in said City of Portsmouth, the United Fuel Company further agrees to sell to the Portsmouth Company and deliver the same at the measuring station aforesaid, such additional quantities of natural gas, if any, as said United Fuel Company may have available, for sale by said Portsmouth Company to industrial or manufacturing consumers, for industrial or manufacturing purposes, in said City of Portsmouth, or in the immediate vicinity thereof, but only under express contracts between said

Portsmouth Company and such industrial or manufacturing consumers, which have first been approved by the United Fuel Company, limited as to time and subordinating the service of such consumers to the service of domestic consumers. For the gas supplied under this paragraph for the use of such industrial or manufacturing consumers of the Portsmouth Company, the latter agrees to pay to said United Fuel Company the sum of eight (8) cents per thousand cubic feet, computed according to Boyle's law in the manner above set forth for the measurement of the gas sold hereunder for domestic purposes; provided, however, in the event the Portsmouth Company shall at any time during said term of ten (10) years charge for gas sold by it to such industrial or manufacturing purposes, in the said City of Portsmouth, or the immediate vicinity thereof, a higher rate than that now charged by it to such consumers, then the rate to be paid by the Portsmouth Company to the United Fuel Company shall, during such time that said increased rate is so charged, be an amount in excess of said sum of eight (8) cents per thousand cubic feet, equal to thirty (30) per cent of the increase charged by said Portsmouth Company for the first five (5) years of said term, and equal to fifty (50) per cent of such increase for the second five (5) year term.

Seventh. The United Fuel Company shall on or before the 10th day of each month render a statement to the Portsmouth Company of the gas delivered during the month next preceding, and the Portsmouth Company agrees that on or before the 20th day of each month it will pay to the United Fuel Company the amount due for
468 all gas so delivered during the month next preceding, and the Portsmouth Company agrees that on or before the 20th day of each month it will pay to the United Fuel Company the amount due for all gas so delivered during the next preceding month.

Eighth. At any and all times when gas is being sold to the Portsmouth Company for industrial or manufacturing purposes at the rate hereinbefore provided for such gas, the Portsmouth Company shall render a statement to the United Fuel Company on or before the 5th day of each month showing the amount of gas purchased and taken during the next preceding month for industrial or manufacturing purposes, and the United Fuel Company shall have full right and authority at any time to inspect the books, accounts, meters and appliances of the Portsmouth Company for verifying any such statement. The amount of gas sold, purchased and taken for manufacturing or industrial purposes each month shall be paid for at the rate above provided for such gas, and the balance of the gas taken by the Portsmouth Company as shown by the meter at the measuring station shall be accounted for and paid for as gas sold for domestic purposes at the prices provided in the Fourth paragraph hereof. All gas sold below domestic rates shall be deemed to be sold for manufacturing or industrial purposes within the meaning of this provision.

Ninth. Regardless of the pressure at which the Portsmouth Company may sell gas for manufacturing purposes, the calculation of the amount thereof shall be made on a basis of ten (10) ounces by applying the usual multiple to the end that all gas sold for such purposes shall be paid for under the terms of this contract on the basis of ten (10) ounces pressure. All gas sold for manufacturing or industrial purposes shall be accurately measured by meters mutually satisfactory to the parties hereto and such meters shall be read daily.

Tenth. No control over the natural gas delivered under this contract shall remain in the United Fuel Company after the gas passes the point of delivery in said measuring station, and the Portsmouth Company undertakes and agrees that it will save harmless and indemnify the United Fuel Company from any and all manner of claims, suits and damages on account of injury or loss, if any, caused by the said gas, or to which the said gas may contribute, after it has passed the said point of delivery, except such as may be occasioned by the negligence or default of the United Fuel Company.

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Eleventh. The United Fuel Company undertakes and agrees that it will use reasonable diligence in developing and drilling gas lands at the time controlled by it in order to supply the said Portsmouth Company with the amount of gas required by the domestic consumers of the Portsmouth Company in the present corporate limits of the said City of Portsmouth, and will for the same purpose maintain and operate in good order its pipe lines and plant.

Twelfth. It is mutually understood and agreed that where either party to this contract, without fault or neglect on its part, fails to perform any obligation herein assumed by it and such failure is due to acts of God or a public enemy, strikes, riots, injunctions, breakage or accidents to machinery or pipe lines, earthquakes, storms, freezing of lines or wells, sudden, partial or entire failure of gas wells or any other cause beyond its control or is caused by the necessity for making repairs in machinery or pipe lines, such failure shall not be deemed a violation by such party of its obligations hereunder; but such party shall use diligence in re-commencing the performance of its obligations and shall so far as possible notify the other party in advance of any interruption in the service which can be foreseen.

Thirteenth. It is mutually understood and agreed that should the Portsmouth Company fail to pay to the United Fuel Company any amount which may be due and payable hereunder to the latter Company within twenty (20) days after such amount becomes due and payable, the United Fuel Company shall have the right, without cancelling its contract or waiving any of its rights hereunder, to suspend the delivery of natural gas until all amounts due to it are paid, or, at its option, shall have the right to terminate this contract on thirty (30) days' notice to the Portsmouth Company, without prejudice to its rights to collect the amount due to it at the time of such termination for gas previously furnished here-

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under. It is understood, however, should notice of termination be given under this provision, the same shall not become effective if the entire amount due with interest shall be paid by the Portsmouth Company within the thirty (30) days' period above provided for.

Fourteenth. This contract shall bind and extend to the parties hereto and to the successors and assigns of the party of the first part, but the interest of the party of the second part hereunder shall not be assigned without the written consent of the party of the first part.

In witness whereof the parties hereto have caused their corporate names to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, all in duplicate, this the day and year first above written.

[SEAL.] UNITED FUEL GAS COMPANY,
By W. Y. CARTWRIGHT,
Vice-President.

Attest:
L. A. SEYFFERT,
Asst. Secretary.

[SEAL.] THE PORTSMOUTH GAS COMPANY,
By J. T. LYNN,
President.

Attest:
D. M. GUAREY,
Secretary.

STATE OF WEST VIRGINIA,
County of Kanawha, ss:

I, D. C. Jay, a Notary Public of said County of Kanawha, do certify *the* W. Y. Cartwright personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is the Vice-President of United Fuel Gas Company, one of the corporations described in the writing above, bearing date the 25th day of October, 1915, authorized by said corporation to execute and acknowledge deeds and other writings for said corporation, and that the seal affixed to the said writing is the corporate seal of said corporation, and that the said writing was signed and sealed
471 & 472 by him on behalf of said corporation by its authority duly given. And the said W. Y. Cartwright acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 28th day of July, A. D. 1916.

[Notarial Seal.] D. C. JAY,
Notary Public.

My commission expires on the 2nd day of March, 1925.

STATE OF MICHIGAN,
County of Wayne, ss:

I, M. J. Tibbals, a Notary Public of said County of Wayne, do certify that J. T. Lynn personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is the President of the Portsmouth Gas Company, one of the corporations described in the writing above, bearing date the 25th day of October, 1915, authorized by said corporation to execute and acknowledge deeds and other writings for said corporation, and that the seal ffixed to the said writing is the corporate seal of said corporation, and that the said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said J. G. Lynn acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 15th day of June, A. D. 1916.

[Notarial Seal.] M. J. TIBBALS,
Notary Public.

My commission expires on the 7 day of February, 1919.

473 UNITED FUEL AND CENTRAL KY. CO.'S W. VA. EX. 37.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 37. J. B. S.

This agreement, Made and entered into this 1st day of November A. D. 1912, by and between the United Fuel Gas Company, Incorporated, a West Virginia corporation, hereinafter called the "United Company," party of the first part, and the Central Kentucky Natural Gas Company, Incorporated, a Kentucky corporation, hereinafter called the "Kentucky Company," party of the second part;

Witnesseth: Whereas, the United Company is the owner of natural gas wells, gas rights and leases for gas purposes, and gas purchasing contracts in the states of West Virginia and Kentucky, and is the owner of a pipe line extending from its natural gas properties through or near the village of Inez, on the waters of Rock Castle Creek in Martin County, Kentucky; and

Whereas, the Kentucky Company is engaged in the business of producing and distributing natural gas in various cities and towns in the State of Kentucky where it is the owner of franchises, and desires to supplement its supply of natural gas by the construction of a 10 inch pipe line to the said village of Inez for the purpose of purchasing gas from the United Company:

Now therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

First. The Kentucky Company agrees to construct a 10 inch pipe line from its present main line in Menefee County, Kentucky, to said Village of Inez to the Junction or measuring station which is to be there erected as hereinafter provided; said 10 inch line shall be completed ready to be put into operation on or before December 1st, 1912.

Second. The United Company agrees to construct a measuring station at a convenient point on its main line at or near said
474 village of Inez and to connect said measuring station to its own lines and to the said 10 inch line of Kentucky Company so as to be prepared to furnish and deliver gas to the Kentucky Company on December 1st, 1912. The said measuring station shall be known as "Inez Station" and shall be equipped with orifice meter, standard Pitit tubes or such other accurate measuring devices as the parties hereto may agree upon in substitution for said meter or Pitot tubes; all apparatus and equipment to be installed and operated in said station and the character and efficiency thereof shall be satisfactory to the Kentucky Company, which shall pay to the United Company one half of the cost of erecting and equipping said station and one half of the cost of operating and maintaining the same and of checking the operation and registration of the measuring apparatus. Said station shall, however, be operated by the United Company but at all times shall be open to the inspection of the Kentucky Company and its representatives.

Third. The United Company undertakes and agrees to sell and deliver to the Kentucky Company and the Kentucky Company undertakes and agrees to purchase and take from the United Company during each year (commencing December 1st and terminating November 30th) of the existence of this contract, natural gas of the volume of not less than 720,000,000 cubic feet, the exact amount deliverable each year to be determined in the manner hereinafter set forth; Provided, however, that the United Company shall not be obligated to sell and deliver to the Kentucky Company gas in excess of the amount which can be delivered at Inez Station under a pressure of 300 pounds to the square inch in the initial or Inez end of the said 10 inch line of the Kentucky Company, as now about to be constructed from Menefee County, nor in excess of the amount
475 of gas which the United Company may have available for delivery as limited and defined in the Fifteenth article of this agreement.

Fourth. The amount to be delivered and purchased hereunder from December 1st, 1912, to November 30th, 1913, inclusive, is hereby fixed at 720,000,000 cubic feet and the proportion of the total volume to be delivered and taken in each month of each year during the continuance of this contract shall be as follows:

Month.	Per cent.	Month.	Per cent.
January	12.50	July	4.50
February	12.00	August	4.50
March	10.50	September	5.00
April	9.50	October	8.00
May	8.00	November	9.50
June	5.00	December	11.00

Fifth. If the Kentucky Company shall desire to purchase and take from the United Company in the year beginning December 1st, 1913, and in any year thereafter during the existence of this contract, a volume of gas in excess of 720,000,000 cubic feet and shall give written notice to the United Company not less than seven months prior to the 1st day of December of each year, specifying the amount of additional gas so desired, then the United Company agrees to sell and deliver and the Kentucky Company to purchase and take such additional volume upon the terms and prices herein stated, Provided that the United Company shall not be obligated to sell and deliver to the Kentucky Company gas in excess of the amount which can be delivered at Inez Station under a pressure of 300 pounds to the square inch in the Inez end of the said 10 inch line of the Kentucky Company, nor in excess of the amount of gas which the United Company may have available for delivery as limited and defined in the fifteenth article of this agreement.

476 The Kentucky Company after giving notice as aforesaid, may from time to time thereafter further increase the amount of gas to be sold and taken hereunder by giving similar notices and subject to the same terms, limitations and conditions, but if no such notice is given seven months before December 1st of any year, then the amount deliverable during such year shall be the amount actually delivered during the preceding year; and the Kentucky Company shall not have the right by notice or otherwise to reduce the amount of gas deliverable in any year to an amount less than 720,000,000, nor to an amount more than 10% less than the amount taken in the next preceding year.

It is further provided that if the amount which the Kentucky Company estimates it will require for any year proves to be insufficient during December, January and February of such year and the United Company is able to and does furnish a larger amount of gas during such months than the estimate calls for, then and in that event the Kentucky Company shall take during the remaining months of such year an amount of gas as much greater than its estimate for such months as the amount of gas actually taken during the months of December, January and February of such year exceeded the amount of gas estimated to be required for such three months. But if the amount which the United Company is able to deliver in December, January and February of any year proves to be less than the proportion deliverable during such months of the whole amount deliverable for such year, then and in that event the Kentucky Company shall not be obligated to take during the remainder of such

year gas in any greater proportion of the amount deliverable for such remaining part of the year than the amount actually taken in December, January and February bears to the amount deliverable for such months, determined as hereinafter provided.

The United Company agrees to give to the Kentucky Company written notice not less than seven months prior to December
477 1st if the supply of gas available for delivery hereunder has so diminished as in the judgment of the Officers of the United Company to prevent the United Company from delivering to the Kentucky Company for the year beginning December 1st following such notice as much gas as is being delivered during the current year; and the United Company shall also give to the Kentucky Company written notice not less than 30 days after receipt of the estimate of the Kentucky Company of its requirements for the year commencing December 1st following such estimate, if the supply of gas available for delivery hereunder has so diminished as to prevent the United Company from delivering to the Kentucky Company the amount of such estimate; the United Company shall state in such notices an estimate of the amount of gas which the United Company is able to deliver for the year embraced in the notice. After the supply of the United Company has failed in any year to fulfill the requirements of the Kentucky Company hereunder, the Kentucky Company shall not be obligated to take thereafter in any succeeding year more gas than was delivered by the United Company in such previous year.

Sixth. The amount deliverable each month shall be delivered and taken throughout the month so far as practicable equal amounts being delivered and taken each day, provided, however, that the Kentucky Company shall have the right to reduce or increase the amount to be delivered during any month, so long as the amount delivered and taken is between 90 per cent and 110 per cent of the amount deliverable during such month, determined as hereinbefore provided; the Kentucky Company shall not be obligated to take and the United Company to deliver during any day or month more gas than the Kentucky Company shall currently require for all of its consumers and all of the consumers of companies supplied by it with gas, but it is understood that the Kentucky Company
478 shall take during each year the full amount deliverable during such year, determined as hereinbefore provided.

Seventh. The gas deliverable hereunder shall be delivered by the United Company and taken by the Kentucky Company at the Inez measuring station hereinbefore provided for, and the amount of gas furnished and delivered hereunder at such point of delivery shall be determined as follows:

If Pitot tubes are installed readings thereof shall be made at regular 15 minute intervals throughout the 24 hours of each day, and duplicate statements of the readings shall be mailed daily to the United Company and to the Kentucky Company, but if orifice or other recording meters or devices are used, the pressure charts shall be lifted daily or as often as necessary by the United Company;

from such readings or charts and records of the measuring tubes or devices the amount of natural gas furnished and delivered each month shall be computed on the basis of 10 ounces pressure above atmospheric, according to Boyle's Law for the measurement of gas at varying pressures. Fourteen and four tenths pounds per square inch is adopted as atmospheric pressure for such computations. This method of measurement is hereby adopted as the basis of measurement for the purposes of this agreement and payments for gas shall be made upon the monthly statements rendered by the United Company to the Kentucky Company showing a computation of the total amount of gas so measured during the month; with said monthly statements the United Company shall send to the Kentucky Company for inspection the current meter charts, if meters are used in place of Pitot tubes, and such charts shall be finally lodged with the United Company within 30 days after their receipt by the Kentucky Company.

Eighth. The Kentucky Company undertakes and agrees that it will pay to the United Company for the natural gas sold and
479 delivered to it by the United Company hereunder, at the following prices:

For all gas sold and delivered to it up to and including November 30th, 1913, 9 cents per thousand cubic feet;

From December 1st, 1913, to and including November 30th, 1914, 10 cents per thousand cubic feet;

From December 1st, 1914, to and including November 30th, 1915, 11 cents per thousand cubic feet;

From December 1st, 1915, to and including November 30th, 1916, 12 cents per thousand cubic feet.

From December 1st, 1916, to and including November 30th, 1917, 13 cents per thousand cubic feet;

From December 1st, 1917, to and including November 30th, 1918, 14 cents per thousand cubic feet;

From December 1st, 1918, to and including November 30th, 1922, 15 cents per thousand cubic feet;

And for all natural gas sold and delivered to it from and after November 30th, 1922, during the existence of this contract, a price equivalent to 50 per cent of the average domestic rate in all of the distributing systems of the Kentucky Company, which price shall not in any event be less than 17½ cents per thousand cubic feet, net, to the United Company; such average domestic rate shall be ascertained each month by dividing the total charges of the Kentucky Company for all gas sold during the month for domestic purposes including minimum rate charges for domestic natural gas service but excluding premium charges against consumers delinquent in payments, by the total amount of natural gas sold by the Kentucky Company during the same month for domestic purposes; and in case the Kentucky Company is selling gas to any other Company which in turn distributes the gas to the domestic consumer, no account of the rate at which such gas is sold in wholesale quanti-

ties by the Kentucky Company or the volume of gas so sold, shall be taken in ascertaining such average domestic rate, but the charges of such distributing company to consumers using gas for domestic purposes and the amount of gas sold by such distributing
480 company for domestic purposes shall be taken into the computations in the same respect as if such gas was being distributed and charged for by the Kentucky Company directly to the domestic consumer.

Ninth. The United Company shall on or before the 10th day of each month render a statement and bill to the Kentucky Company for the gas purchased and taken during the month next preceding, ascertained in the manner hereinbefore provided for, and the Kentucky Company undertakes and agrees that on or before the 20th day of each month it will pay to the United Company the amount due to the United Company for all gas so delivered to the Kentucky Company during the month next preceding.

For each month beginning with the month of December, 1922, and thereafter during the continuance of this contract, the Kentucky Company shall furnish to the United Company on or before the 10th day of the month, a statement showing the amount of gas ascertained to have been delivered during the previous month to domestic consumers of the Kentucky Company, the total charges for gas sales to domestic consumers including minimum charges for gas service, but excluding premiums charges against consumers delinquent in payments, the gross receipts from sales of gas to domestic consumers, the number of domestic consumers so supplied and the amount ascertained to have been delivered during the previous month to other consumers; and the statement and bill to be rendered to the Kentucky Company by the United Company for gas purchased and taken during the month of December, 1922, and for each month thereafter, shall be based upon the average domestic rate computed from the records of gas sold to domestic consumers so recorded by the Kentucky Company.

Whenever called upon so to do by the United Company, the Kentucky Company shall furnish to United Company a state-
481 ment showing the cities, towns and villages in which it is supplying gas to domestic consumers, the number of domestic consumers in each of said cities, towns and villages, and the rates at which it is furnishing gas in each of said places.

Tenth. For the purposes of this agreement domestic consumers shall be deemed to be all such consumers as according to the system of book-keeping heretofore used by the Kentucky Company have been classed as "domestic consumers:" domestic consumers supplied by the Kentucky Company shall be deemed to include domestic consumers upon distributing systems owned, leased, operated or controlled by the Kentucky Company, and domestic consumers upon distributing systems in any way or upon any plan supplied with natural gas by the Kentucky Company, and the charges for gas sold by the Kentucky Company for domestic purposes, shall, for the purposes of this agreement be deemed to include the charges

made by the Kentucky Company and by any such distributing companies for natural gas sales to domestic consumers including minimum charges for natural gas service to such consumers, but excluding premium charges against consumers delinquent in payments.

Eleventh. The amount of gas supplied by the Kentucky Company, or by companies distributing natural gas obtained from it, to domestic consumers from and after December 1st, 1922, shall be accurately ascertained by meters, and an accurate record kept of such measurements, and all the records relating to the amount so supplied shall at all times after December 1st, 1922, be open to the inspection of representatives of the United Company.

Twelfth. No dominion or control over the natural gas delivered under this contract shall remain in the United Company after the gas passes the point of delivery, nor shall the United Company be responsible for or on account of any thing that may be done, happen or arise touching said gas after it is delivered at Inez Station; and the Kentucky Company undertakes and agrees that it will at all times and from time to time keep free, save harmless and indemify the United Company from any and all manner of claims, suits and damages on account of any conduct, act or thing touching the said gas after it has left the said point of delivery.

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Thirteenth. The United Company undertakes and agrees that it will at all times during the continuance of this contract provide and maintain in good order and condition all such compressing stations, pipe lines, connections and other facilities as may be requisite in order to enable it to carry out its obligations under this contract and will use all reasonable diligence in developing and extending its gas leases and properties and in obtaining gas therefrom for the purpose of fulfilling its obligations hereunder, and will, if and when required so to do, to enable the Kentucky Company to give good service to its patrons, deliver the gas, up to the amount deliverable under the terms of this contract, at a pressure of 300 pounds per square inch at the initial end of the Kentucky Company's 10 inch line at Inez station.

Fourteenth. It is mutually understood and agreed that where either party to this contract fails to perform any obligation herein assumed by it, and such failure is due to Acts of God, or a public enemy, strikes, riots, injunctions or other interferences through legal proceedings, breakage or accident to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, sudden partial or entire failure of gas wells, or to any cause not due to the fault or neglect of such party, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such party shall use due diligence to again put itself in position to carry out all of the obligations which by the terms hereof it has assumed.

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Fifteenth. In case the supply of gas available for delivery hereunder to the Kentucky Company so diminishes that the United Company is unable to deliver two million cubic feet on the average per day during the six winter months from November to April, inclusive, in any year and the Kentucky Company determines to take up its said 10 inch line and abandon its transportation of natural gas from Inez and tributary fields because it is unable to use a lesser amount under this contract to profitable advantage, then, and in that event the Kentucky Company shall have the right upon six (6) months' written notice to cancel this contract upon the payment of all sums which may be due for gas delivered to the day and time when such cancellation becomes effective. Unless previously terminated pursuant to the provisions herein contained or by mutual consent of the parties hereto, this contract shall continue for the term of 20 years from its date and so long thereafter as the United Company produces gas in marketable quantities from its gas properties in West Virginia and Kentucky. The obligation of the United Company at any time to deliver gas under this contract shall be limited to the amount of gas produced by the United Company from gas fields then owned or leased by it and gas purchased by it under contracts then current for the purchase of gas, consistently with its present or future contracts with other purchasers; provided, how-

484 ever, that the United Company is to have the right at any and all times to supply the domestic consumers connected to its own system and to the systems in West Virginia which it is supplying with gas, and to the Columbia Gas & Electric Company, the Ohio Fuel Supply Company, and Hope Natural Gas Company to the extent of their requirements for domestic consumers, in preference to the Kentucky Company, (after which preferences however the requirements of the Kentucky Company are to be supplied in preference to other purchasers), and Provided also that the obligations of the United Company to sell and deliver gas to the Kentucky Company hereunder are subject to its obligations to sell and deliver gas to the Columbia Gas & Electric Company under a certain contract with the Columbia Gas & Electric Company dated December 1st, 1909, and the United Company reserves the right to exercise the option to extend said contract therein contained and to exercise the other options given to it by the terms of said contract, and this contract is subject to all obligations incurred by the United Company by reason of the exercise of such options.

This contract is further subject to all the existing contracts of the United Company for the sale and delivery of gas to companies other than the Kentucky Company, all of which contracts have been submitted to and are known to the Kentucky Company.

This contract is also subject to the contract of the United Company with The Ohio Fuel Supply Company dated September 19th, 1910, and to the right of the United Company to enter into a contract or contracts with the Hope Natural Gas Company for the sale of gas to said Company in accordance with the provisions of a contract bearing date the 1st day of July, 1910.

The United Company reserves the right to surrender, exchange,

sell and dispose of any part of the gas properties now or hereafter owned or leased by it; should, however, the United Company desire to sell all of its gas properties, it shall do so only subject to this agreement.

485 Sixteenth. It is mutually understood and agreed that in case the Kentucky Company shall fail to pay to the United Company any amounts that may be due and payable hereunder to the United Company within 20 days after such amount becomes due and payable, the United Company shall have the right, without cancelling this contract or waiving any of its rights hereunder, to suspend the delivery of natural gas hereunder until all amounts due it are paid, or, at its option shall have the right to terminate this contract on 30 days' notice to the Kentucky Company without prejudice to its right to collect the amount due to it at the time of such termination for any gas previously furnished hereunder, and to recover such damages as it may sustain by the breach of this contract by the Kentucky Company.

Seventeenth. This contract shall be binding upon the parties hereto and their successors and assigns respectively, provided, however, that in case the gas distributing system now or hereafter owned or controlled by the Kentucky Company is broken up so that parts thereof are vested in different owners, the United Company at its option, shall have the right to terminate this contract; excepting that if under the terms of any city franchise now held by the Kentucky Company any city has the right to appraise and take and does appraise and take any city plant of the Kentucky Company, the Kentucky Company shall have the right at its option either to cut off such city from its distributing system or to continue gas service to such city, in either of which events the United Company shall not have the right to terminate this contract under this provision.

In witness whereof the parties hereto have hereunto caused their corporate names to be signed by their respective Presi-
486 & 487 dents and their respective seals to be hereunto affixed by their respective Secretaries the day and year first above written.

[Corporate Seal.]

(Signed.) UNITED FUEL GAS COMPANY,
(INCORPORATED),
By F. W. CRAWFORD, *President.*

Attest:
H. C. REESER,
Secretary.

[Corporate Seal.] CENTRAL KENTUCKY NATURAL GAS COMPANY (INCORPORATED),
By JOSEPH SEEP, *President.*

Attest:
ROBT. L. HAMPTON,
Secretary.

488 UNITED FUEL AND OHIO FUEL COS.' W. VA. EX. 38.

[Introduced at Page 1199, Record.]

W. VA. EX. No. 38. J. B. S.

This contract, made and entered into this Nineteenth day of September, 1910, by and between the United Fuel Gas Company, a West Virginia Corporation, hereinafter called the "United Company", and The Ohio Fuel Supply Company, an Ohio Corporation, hereinafter called the "Ohio Company",—

Witnesseth:

Whereas, the United Company is the owner of natural gas wells, gas rights and leases for gas purposes in the State of West Virginia and is the owner of a pipe line extending from its natural gas territory in the State of West Virginia to the Ohio River at a point near Ravenswood, West Virginia; and,

Whereas, the Ohio Company holds franchises and owns distributing systems for the distribution of natural gas in various cities, villages and towns in the State of Ohio, and is also the owner of a trunk pipe line extending from the Ohio River (where it connects with lines of the United Company) through the State of Ohio to or connected with the distributing system owned by the said Ohio Company in the various cities, villages and towns in the State of Ohio, hereinabove referred to:

Now, therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

First. It is mutually understood and agreed that all the rights of the parties hereto in respect to natural gas sold and delivered by the United Company to the Ohio Company from, on and after September 1st, 1909, shall be ascertained and determined by and in accordance with the provisions of this agreement.

Second. The United Company undertakes and agrees during the continuance of this contract to sell and deliver to the Ohio Company and the Ohio Company undertakes and agrees to purchase and take from the United Company during each year (commencing July 1st and terminating June 30th) of the existence of this contract,—

489 (*a*) An amount of natural gas equal to the amount of natural gas found necessary during the preceding year to supply one-third of the domestic consumers connected to its system, plus ten per cent of such amount;

(*b*) Two-thirds of the total amount taken during the year is to be purchased and taken between November 1st and May 1st of each year, and one-third is to be purchased and taken between May 1st and November 1st of each year;

(c) The proportion of the total amount to be taken during any year which shall be taken in each month of such year, shall be, unless otherwise agreed as follows:

Month.	Per cent.
May	7½
June	4¾
July	4½
August	4½
September	4¾
October	7½
November	10½
December	12—
January	12½
February	12—
March	11—
April	8½

Provided, however, that except as hereinafter stated the United Company shall not be obligated to sell and deliver to the Ohio Company gas in excess of the amount which can be delivered at the Ohio River through the existing pipe line of the United Company from Spencer to the Ohio River under a pressure of 300 lbs. at the easterly end of the 18" line near Spencer, and the Ohio Company shall not be obligated to purchase and take gas in excess of the amount which can be transported through the existing trunk line of the Ohio Company as at present constructed from the Ohio River to Sugar Grove, Ohio, under a pressure of 275 lbs. at the Ohio River.

Third. It is understood and agreed between the parties hereto that the United Company will erect or cause to be erected a measuring station at the point of delivery at or near Ravenswood, West Virginia, which shall be equipped with standard Pitot Tubes, or such other measuring device as the parties hereto may desire. All apparatus and equipment to be installed and operated in said station and the character and efficiency thereof shall be satisfactory to the Ohio Company. The Ohio Company shall further pay to the United Company one-half of the cost of erecting and equipping said station.

Said station shall, however, be operated by the United Com-
490 pany but at all times shall be open to the inspection of the Ohio Company and its representatives and the expense of operating and maintaining said station and of checking the operation and registration of the measuring apparatus shall be divided between the parties hereto.

Fourth. The gas deliverable hereunder shall be delivered by the United Company and taken by the Ohio Company at the measuring station hereinbefore provided for and the amount of gas furnished and delivered hereunder at such point of delivery shall be determined as follows:

Readings of the Pitot Tubes or pressure gauges hereinbefore provided for shall be made at regular fifteen-minute intervals through-

out the twenty-four hours of each day, and duplicate statements of the readings shall be mailed daily to the United Company and to the Ohio Company. From such readings of the measuring tubes or devices, the amount of natural gas furnished and delivered each month shall be computed on the basis of ten ounces pressure above atmospheric according to Boyle's law for the measurement of gas at varying pressures. This method of measurement is hereby adopted as the basis of measurement for the purposes of this agreement and payments for gas shall be made upon the monthly statements rendered by the United Company to the Ohio Company showing the total computation of gas so measured during the month.

Fifth. No dominion or control over the natural gas delivered under this contract shall remain in the United Company after the gas passes the points of delivery, nor shall the United Company be responsible for or on account of anything that may be done, happen or arise touching said gas after its delivery; and the Ohio Company undertakes and agrees that it will at all times and from time to time keep free, save harmless and indemnify the United Company from any and all manner of claims, suits and damages on account of any conduct, act or thing touching the said gas after it has left the said points of delivery.

491 Sixth. The United Company undertakes and agrees that at all times during the continuance of this contract it will provide and maintain in good order and condition all such compressor stations, pipe lines, connections and other facilities as may be requisite in order to enable it to carry out its obligations under this contract; and will use all reasonable diligence in developing and extending its gas leases and properties and in obtaining gas therefrom for the purpose of fulfilling its obligations hereunder and will, if and when required so to do by the Ohio Company, deliver the gas to be supplied by it hereunder at a pressure equivalent to 300 lbs. at the initial point of its 18″ trunk line 22 miles East of Ravenswood.

Seventh. It is mutually understood and agreed that where either party to this contract fails to perform any obligation herein assumed by it, and such failure is due to acts of God, or a public enemy, strikes, riots, injunctions or other interference through legal proceedings, breakage or accident to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, sudden partial or entire failure of gas wells, or to any cause not due to the fault or neglect of such party, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obligations hereunder, but such party shall use due diligence to again put itself in position to carry out all of the obligations which by the terms hereof it has assumed.

Eighth. Unless previously terminated pursuant to the provisions herein contained, or by mutual consent of the parties hereto, this contract shall continue so long as the United Company produces gas in marketable quantities from the gas fields owned by it in West

Virginia; but the United Company reserves the right in the ordinary course of its business to sell and dispose of the gas properties now or hereinafter owned or leased by it.

492 The obligations of the United Company to sell and deliver gas hereunder to the Ohio Company at any time are limited to the gas produced by the United Company from gas fields then owned or leased by it and gas purchased by it under contracts then current for the purchase of gas. The obligations of the United Company to sell and deliver gas to the Ohio Company hereunder are subject to its obligations to sell and deliver gas to the Columbia Gas & Electric Company, under a certain contract with the Columbia Gas & Electric Company, dated December 1st, 1909; and the United Company reserves the right to exercise the option to extend said contract therein contained and to exercise the other options given to it by the terms of said contract, and this contract is subject to all obligations incurred by the United Company by reason of the exercise of such options. This contract is further subject to all the existing contracts of the United Company for the sale and delivery of gas to companies other than The Ohio Fuel Supply Company and Hope Natural Gas Company, all of which contracts have been submitted to and are known to The Ohio Fuel Supply Company. This contract is also subject to the right of the United Company to enter into a contract or contracts with the Hope Natural Gas Company for the sale of gas to said Company, pursuant to which contract or contracts the United Company will be obligated to deliver to the Hope Natural Gas Company fifty-one (51) per cent of the amount of gas available for delivery to The Ohio Fuel Supply Company and the Hope Natural Gas Company, in case the requirements of the Hope Natural Gas Company under said contract or contracts equal fifty-one (51) per cent of said amount and said amount is not sufficient to fully supply the requirements of the Hope Natural Gas Company and The Ohio Fuel Supply Company. The United Company also reserves the right to supply all of its domestic consumers in West Virginia and the domestic consumers in West Virginia of all
493 companies whose capital stock, or a majority thereof, is owned by the United Company. The United Company shall have the right to use the gas obtained by it from the sources aforesaid for the purposes above specified and the rights of the Ohio Company hereunder shall be limited to the balance of the gas so obtained.

Ninth. The Ohio Company undertakes and agrees that it will pay to the United Company for natural gas sold and delivered to it by the United Company hereunder as follows:

For all natural gas sold and delivered to it up to and including December 31st, 1910, 8c per 1,000 cu. ft.

For all gas sold and delivered to it on and after January 1st, 1911, a price per 1,000 cu. ft. to be named by the Directors of the United Company; which price, however, the United Company covenants and agrees shall not exceed the cost of natural gas to it at the point of delivery hereinbefore specified, plus twenty-five per cent of such cost,

and shall not at any time prior to October 1st, 1914, exceed 10c per 1,000 cu. ft.

The cost to the United Company, upon which the price of natural gas to be delivered hereunder during each calendar year shall be based, shall be the cost of the gas produced and delivered during the twelve months ending on September 30th of the preceding year.

In reckoning the cost of natural gas to the United Company due consideration and allowance shall be made to cover depreciation of plant and diminution of value of plant and gas territory as gas is drawn from the field and the supply in the ground is reduced.

The United Company, shall, on or before the 1st day of December, in each year, notify the Ohio Company of the price to be charged for gas delivered during the next calendar year. If the Ohio Company claim that the price so fixed is in excess of cost plus twenty-five per cent, the Board of Directors of the United Company, on or before the 1st day of January, shall determine the cost to the United Company of gas produced and delivered hereunder during the year end-
494 ing on the 30th day of the preceding September, and the determination of the Board of Directors of the United Company as to such cost made in good faith shall be final and conclusive.

Tenth. The United Company shall, on or before the tenth day of each month, render a statement and bill to the Ohio Company for the gas purchased and taken during the month next preceding, ascertained in the manner hereinbefore provided for; and the Ohio Company undertakes and agrees that on or before the fifteenth day of each month it will pay to the United Company the amount due to the United Company for all gas so delivered to them during the month next preceding.

Eleventh. It is mutually understood and agreed that in case the Ohio Company shall fail to pay to the United Company any amounts that may be due and payable hereunder to the United Company within twenty (20) days after such amount becomes due and payable, the United Company shall have the right, without cancelling this contract or waiving any of its rights hereunder, to suspend the delivery of natural gas hereunder until all amounts due to it are paid, or, at its option, shall have the right to terminate this contract on thirty (30) days' notice to the Ohio Company without prejudice to its right to collect the amounts due to it at the time of such termination for any gas previously furnished hereunder.

Twelfth. This contract shall be binding upon the parties hereto and their successors and assigns, respectively, provided, however, that in case the gas distributing system now or hereafter owned or controlled by the Ohio Company is broken up, so that parts thereof are vested in different owners, the United Company, at its option, shall have the right to terminate this contract.

Thirteenth. In case the Ohio Company hereafter, during the continuance of this contract, shall desire to purchase from the United Company a larger amount of gas than it is entitled, by the provisions

of the Second Paragraph hereof, to purchase and take,
495 the United Company will sell and deliver to the Ohio Company such larger amount of gas upon the following terms and conditions:

(*a*) The Ohio Company shall give to the United Company at least six (6) months' notice of its desire to take such larger amount of gas.

(*b*) In such notice the increased amount which the Ohio Company desires to take shall be defined in such manner that the amount to be purchased and taken during each year can be ascertained prior to the commencement of such year.

(*c*) The Ohio Company after giving such notice shall be obligated from the dates named therein to purchase and take the amount of gas therein specified and to purchase and take the same during each month in the proportions specified in sub-divisions (*b*) and (*c*) of the Second Paragraph hereof.

(*d*) Insofar as the delivery of such larger amount of gas requires the United Company to construct additional trunk pipe lines from its gas fields to the point of delivery thereof, the Ohio Company shall pay to the United Company an amount equal to the entire cost of constructing and equipping such additional pipe lines; but thereafter, in computing the cost to the United Company of gas sold and delivered to the Ohio Company hereunder, the cost of such additional pipe lines and the depreciation thereof shall not be taken into account. In case the United Company shall cease to deliver gas through any such additional trunk line built and equipped at the entire expense of the Ohio Company, the United Company may at its option purchase said line at its junk value; or, in the event of the United Company electing not to purchase said line, the United Company shall, if required so to do by the Ohio Company, take up and deliver said line to the Ohio Company and the Ohio Company shall re-pay to the United Company the entire cost of so doing.

(*e*) The obligations of the United Company to deliver such larger amount of gas shall be subject to all the limitations set forth in Paragraph Eighth hereof.

The Ohio Company, after giving notice as hereinbefore provided, may from time to time thereafter further increase the amount of gas to be sold and taken hereunder by giving similar notices and upon similar terms and conditions.

Fourteenth. The Ohio Company shall, on or before the 20th day of each month during the continuance of this contract, furnish to the United Company a statement showing the amount of gas ascertained to have been delivered during the previous month to the domestic consumers and the amount ascertained to have been delivered during the previous month to other consumers; and whenever called upon so to do by the United Company, shall furnish to the
496 United Company a statement showing the cities, towns and villages in which it is supplying gas to the domestic consum-

ers, and the number of domestic consumers in each of said cities, towns and villages and also showing the mains and location of the pipes other than the domestic consumers' to whom it is supplying gas.

Fifteenth. For the purposes of this agreement domestic consumers shall be deemed to be all such consumers as according to the system of bookkeeping heretofore used by the Ohio Company have been classed as domestic consumers. The domestic consumers supplied by the Ohio Company shall be deemed to include domestic consumers upon distributing systems now owned by the Ohio Company and the domestic consumers upon distributing systems now owned by distributing companies (other than The North-Western Ohio Natural Gas Company) of which the Ohio Company owns a majority of the stock, and also the domestic consumers in the City of Cincinnati as now supplied by the Ohio Company through the Union Gas & Electric Company of Cincinnati.

Sixteenth. The amount of gas supplied by the Ohio Company to domestic consumers shall be accurately ascertained by meters or by other appropriate means of measurement, and all the records relating to the amount so supplied shall at all times be open to the inspection of the representatives of the United Company.

Seventeenth. The books and records of the United Company insofar as the same in any way relate to the cost of the United Company of the gas supplied by it to the Ohio Company hereunder, or to the amount of gas available for delivery hereunder to the Ohio Company, shall at all times be open to the inspection of the representatives of the Ohio Company.

497 In witness whereof, the parties hereto have hereunto caused their corporate names to be signed by their respective Vice Presidents and their respective seals to be hereunto affixed by their respective Secretaries the day and year first above written.

[Corporate Seal.]

(Signed) UNITED FUEL GAS COMPANY,
By J. W. CRAWFORD,
Vice President.

Attest:
GEO. H. JONES,
Asst. Secretary.

[Corporate Seal.]

THE OHIO FUEL SUPPLY COMPANY,
By F. W. CRAWFORD,
Vice President.

Attest:
H. C. REESER,
Secretary.

498 Charleston, W. Va., July 18, 1918.

Columbia Gas & Electric Company,
Attention Mr. W. Y. Cartwright, Vice President,
Fourth & Plum Sts., Cincinnati, Ohio, and

Ohio Fuel Supply Company,
Attention Mr. L. B. Denning, Assistant to President,
2017 Farmers Bank Bldg., Pittsburgh, Pa.

DEAR SIRS:

As a memorandum of the oral agreement reached on yesterday in pursuance of previous negotiations, with reference to the price to be paid to the United Fuel Gas Company for gas supplied by it to the Columbia Gas & Electric Company and the Ohio Fuel Supply Company, during the calendar year 1918, I would thank you to advise me whether the following is a correct statement of this agreement, and if so, entries covering the matter will be made upon our books:

First. For the first 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company and the first 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, they are to pay respectively the sum of 7c per thousand cubic feet; and for any excess over 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company, or for any excess over 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, during the calendar year 1918, they shall pay at the rate of 11c per thousand cubic feet, the latter being the price, during the year 1918, charged to the Hope Natural Gas Company and the Pittsburgh & West Virginia Gas Company. The foregoing, however, is subject to the qualification that, should the Columbia Gas & Electric Company take during said year less than 10,000,000,000 cubic feet, or should the Ohio Fuel Supply Company take less than 9,800,000,000 cubic feet, then the quantity which each of said Companies shall have the right to purchase
499 at the rate of 7c per thousand shall be limited to an entire quantity, of which the Columbia Gas & Electric Company shall have 51% and the Ohio Fuel Supply Company 49%. That is to say, if one of said Companies shall take less than the quantity above mentioned to which it is entitled at the 7c rate, then the other Company shall be entitled to take, at such 7c rate, either 2% more or 2% less, as the case may be, at the same rate. For all gas taken during said year by the Columbia Gas & Electric Company in excess of that to which it may be entitled under the last mentioned provision at the rate of 7c, but not in excess of the entire quantity of 10,000,000,000 cubic feet in said year, it shall pay at the rate of 10c, and for all gas taken by the Ohio Fuel Supply Company during said year in excess of the quantity to which it may be entitled at the 7c rate, but not in excess of the entire quantity of 9,800,000,000 cubic feet, it shall pay at the rate of 10c.

Second. For the gas taken by each of you during the remainder of this year, you will be billed at the rate of 7c per thousand cubic

feet, subject to such adjustment at the end of the year as may be required to meet the foregoing stipulation. It is understood that each of you have been charged for the gas previously taken during this year at the rate of 10c, and a refund will be made to each of you at the rate of 3c per thousand as soon as this Company has the available cash for the purpose. We will make this refund to you ratably, so as to give no preference to one Company over the other, but we do not agree to pay interest to either of you upon the amount to be refunded.

Third. In consideration of these concessions, each of you agree to relinquish any claim to the gasoline produced by this Company from the gas sold to each of you during this year, and you concede, for the time being, our right to extract the gasoline before deliver-
500 ing to you the gas. This agreement is made only for the year 1918, however, and is not to be used against either of you as an admission of our right to extract said gasoline in future years, nor as an admission against us of any right on your part to prevent our extraction of said gasoline, or of any right on your part to participate in the proceeds of said gasoline.

Fourth: The rights of all parties with reference to the subject matter of the foregoing shall continue to be governed by the provisions of the contract of July 31, 1916, except as modified by the agreement above recited as applicable to the year 1918.

Very respectfully yours,

(Signed) UNITED FUEL GAS COMPANY,
By R. G. ALTIZER,
Vice President.

R. G. A./A.

Exhibit "Modification of Ohio Fuel Supply Company and Columbia Gas & Electric Company contracts."

501 [Endorsed:] United Fuel Gas Company and The Ohio Fuel Supply Company. Agreement.

502 UNITED FUEL AND HOPE COS.' (1916) W. VA. EX. 39.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 39. J. B. S.

This agreement, made and entered into this 25th day of August, 1916, by and between the United Fuel Gas Company, a West Virginia corporation, hereinafter called the "Selling Company," party of the first part, and the Hope Natural Gas Company, also a West Virginia corporation, hereinafter called the "Buying Company," party of the second part;

Witnesseth, Whereas, the "Selling Company" is the owner of natural gas wells and properties in the States of West Virginia, Ohio and Kentucky, and of contracts for the purchase of natural gas from other producers, and has a supply available for a large market, and

Whereas, the "Buying Company" in its business of distributing natural gas in towns and cities in West Virginia and of supplying other companies serving large communities in West Virginia, Ohio and Pennsylvania, requires additional gas for its customers, and

Whereas, the "Selling Company" is willing to construct a 20-inch pipe line from its properties a distance of about 40 miles to a point 2 miles east of Cedarville, in Gilmer County, West Virginia, providing the "Buying Company" will construct its pipe lines to said junction point, and will purchase gas to the extent of one-half of the delivery capacity of said 20-inch line, upon terms that the "Selling Company" may dispose of the remainder through similar contracts,

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, the parties hereto have covenaned and agreed and do hereby covenant and agree as follows:

First. The "Selling Company" agrees to construct said 20-inch pipe line from its gas properties to a junction point about two miles east of Cedarville in Gilmer County, West Virginia, and to
503 construct and equip a gas measuring station at the northern terminus; all of such work is to be commenced promptly upon the execution of this contract and completed so that gas delivery may commence on or before November 1, 1916, but unavoidable delays including the prosecution of such condemnation proceedings as may be necessary in the securing of pipe line easements are excepted. The measuring station shall be known as Cedarville Station and shall be equipped with Venturi or orifice meters or pitot tubes or such other devices of standard type as may be mutually agreed upon, for accurately measuring and recording the pressures and deliveries of gas. The "Selling Company" shall house and employ the men to operate the station, but all employes shall be satisfactory to the "Buying Company," which shall have the right of access at all times to the station and every part of it and its appliances for the purpose of inspecting, checking and testing registrations. One-half of the actual cost of equipping the station for the measurement of gas delivered solely to the "Buying Company" shall be paid by the "Buying Company" which shall also pay monthly one-fourth of the cost and expense of maintaining and operating the entire station. The "Buying Company" shall not be charged any part of the cost of the station site and buildings, but shall pay a rental, during each year of the term of this agreement, equal to 4⅓% of the actual cost of acquiring the station site and constructing the buildings. The "Buying Company" agrees to extend its pipe lines to said "Cedarville Station" and to be prepared to take the gas which it has purchased hereunder, on or before November 1, 1916, like allowance being made for unavoidable delays as aforesaid.

Second. The "Selling Company" agrees to sell and deliver to the "Buying Company," and the "Buying Company" agrees to purchase and take, each year during the continuance of this contract, six billion two hundred million (6,200,000,000) cubic feet of
504 natural gas, and such larger amount each year as may be determined by the further provisions of this agreement, subject always to the amount which the "Selling Company" has available for delivery as defined in the Eighth Article hereof.

Third. The proportion of the total amount deliverable during the year which shall be delivered in each month is set forth in the following table:

Month.	Percentage.
January	12½
February	12
March	11
April	8½
May	7½
June	4¾
July	4½
August	4½
September	4¾
October	7½
November	10½
December	12

The amount deliverable during any month shall be delivered substantially in uniform daily amounts during such month, but the deliveries in any day may, however, vary between 80% and 120% of the amount deliverable for such day ascertained as above provided; and the amount deliverable during any month may be increased or reduced so long as the amount delivered and taken is between 90% and 110% of the amount deliverable during such month determined as above; provided, however, that the full quantity designated to be taken during the calendar year is delivered and taken, and that the amount taken from the first day of each year to the end of October of such year shall be the total amount designated for such ten months' period by the above table, excepting that the variation of 10% shall be allowed from the amount apportioned to the said month of October.

Fourth. It is estimated by the engineers of the parties hereto that the one-half of the capacity of the 20-inch line to be constructed by the "Selling Company" for the purposes of this
505 contract is a twenty-four hour delivery of 25,000,000 cubic feet, plus a variation of 20%, or 30,000,000 cubic feet, being the amount apportioned to a day in January according to the above table. But the "Buying Company" shall have the right to take in January, February and March of the year 1918, notwithstanding the above table of percentages, and the "Selling Company" agrees to deliver to the "Buying Company" if the latter so requires, the one-

half of the capacity of the said 20-inch line at a delivery gauge pressure of 225 pounds to the square inch. The amount so taken by the "Buying Company" in such three months shall be computed as 35½% of the amount deliverable in the year and if the computation makes the yearly amount greater than six billion two hundred million, then the greater amount shall be substituted and be the yearly amount agreed to be delivered and taken each year under this contract. Nothing herein contained however shall prevent the "Selling Company" from furnishing gas for said 20-inch line to such domestic consumers along the route thereof, which the "Selling Company," as a public service corporation, may be under lawful obligation to supply, and the capacity of said line above referred to is intended to mean the amount of gas deliverable through the same after deducting any amount taken by such domestic consumers.

Fifth. In case the "Buying Company" takes from the "Selling Company" and the "Selling Company" delivers in the three months of greatest demand, viz: January, February and March, of any year, during the term of this contract, more gas than is apportioned by the above table of percentages to said months, considering the variations annexed to the table a part thereof, then the "Selling Company" shall have the right to require the "Buying Company" to take during the remaining nine months of said calendar year the same rate of excess over the amount fixed by said table for said period. And further, if during the months of January,
506 February and March of any year the "Buying Company" shall be ready, able and willing to take and purchase the quantities specified by said table to be taken during such months, and the "Selling Company" shall fail to deliver the entire amount deliverable during said period, then the "Buying Company" shall have the right at its option to take in the remaining nine months of said year either the volume apportioned to such nine months by the said table, or an amount less by the same ratio as the amount of the deficiency occurring in said months of January, February and March. In case the "Selling Company" fails to deliver six billion two hundred million cubic feet in any year, it is agreed that it shall use diligent effort to increase its deliveries to said amount in the next and succeeding years by the operation of its properties in the manner hereinafter stipulated.

Sixth. The gas sold and to be delivered hereunder shall be delivered by the "Selling Company" at said Cedarville Station at a gauge pressure of not less than 225 pounds to the square inch at the discharge end of the "Selling Company's" 20-inch line, and the "Selling Company" undertakes to compress the gas, if necessary, to meet this pressure obligation. The measurement of the gas in said station shall be computed according to Boyle's Law on a basis of ten ounces above atmospheric pressure, 14.4 pounds per square *square* inch being adopted as atmospheric pressure, and 40 degrees Fahrenheit flowing and 50 degrees Fahrenheit storage, as temperature basis, without further allowance for actual temperature and barometric conditions. Joint monthly tests of the specific gravity

of the gas delivered shall be made by the parties hereto during the first year of the deliveries, and thereafter the tests shall be quarterly. Tests of the meters and measuring apparatus shall be made jointly or by competent authority satisfactory to both parties, as often
507 as either party may desire, the cost of such tests to be borne equally. Daily reports of the readings of the meter or meters shall be mailed to each party and the "Selling Company" shall give complete and immediate information by telegraph or telephone as to hourly pressures and deliveries when requested by the "Buying Company."

Seventh. At the end of each month the "Selling Company" shall render to the "Buying Company," a statement, accompanied by meter charts, showing the deliveries of gas during the month, and the "Buying Company" agrees to pay for the gas so delivered, at the following rates and prices per thousand cubic feet for each year commencing on the day of the first delivery of gas:

10 cents, the first year.
11 cents, the second and third years.
12 cents, the fourth and fifth years.
13 cents, the sixth and seventh years.
14 cents, the eighth and ninth years.
15 cents, during the remainder of the term of this contract.

Said payments shall be made monthly on or before the 20th day of the month for the gas supplied in the preceding month, and shall be by check or voucher drawn to the order of the "Selling Company" and mailed to it at Charleston, West Virginia.

Eighth. The "Selling Company" agrees to use diligent effort during the entire term of this contract to deliver the quantity of gas hereinbefore agreed to be delivered and at the stipulated pressure and for that purpose to construct and operate in good order, condition and manner, adequate compressing stations, to maintain its properties and make such additions of lands, mineral rights, leaseholds and pipe lines as may in its judgment, exercised in good faith, strengthen its gas resources, to drill such wells as may be reasonably necessary and promptly connect the same to its pipe lines by field gathering lines of adequate size, to maintain its wells in proper producing condition and in connection, excepting during necessary repairs, at all times with the pipe line system discharging
508 into said 20-inch line if the wells are located where they may be available for that purpose. But the obligation of the "Selling Company" to deliver gas hereunder shall be limited to the amount of gas currently produced from its gas properties and gas purchased by it from other producers, after deducting from the total amount so purchased and produced (*a*) the quantities of natural gas required to supply at any and all times domestic consumers connected to its own distributing systems not including consumers added by the acquisition of companies or properties not within its present territory of production and distribution, or by extensions of pipe

lines beyond the ordinary and natural growth of its present communities, and (*b*) the following contracts insofar as the "Selling Company" has thereby obligated itself to give any preference or fulfill prior demands on its supply, viz:

(1) A contract with the Ohio Fuel Supply Company, dated the 19th day of September, 1910, as modified by contract dated July 31, 1916; (2) A contract with the Columbia Gas & Electric Company dated January 1, 1913, as modified by contract dated July 31, 1916, and including the option contained in said original contract of renewing same; (3) A contract with the Central Kentucky Natural Gas Company dated November 1, 1912; (4) A contract with the Louisville Gas & Electric Company, dated July 5, 1913; (5) A contract with the Portsmouth Gas Company dated October 25, 1915.

It is understood and agreed, however, that the "Selling Company" shall, in any contract hereafter made by it for the sale of gas other than as above excepted, subordinate the obligations created in any such contract to those assumed under this agreement.

Ninth. The "Selling Company" agrees to use such methods and devices as may be customary or proper at the time for the delivery of said natural gas in a dry and merchantable condition, and the "Buying Company" shall not be required to accept gas of unmerchantable quality. As between the parties hereto, the "Selling Company" shall be in control and possession of said gas and responsible for any damage or injury caused thereby until
509 the same shall have been delivered to the "Buying Company" at said measuring station, after which delivery the latter company shall be deemed to be in exclusive control and possession thereof, and responsible for any such injury or damage. Where either party to this contract without fault or neglect on its part fails to perform any obligation hereunder assumed by it and such failure is due to acts of God or a public enemy, strikes, riots, injunctions or other interference through legal proceedings, breakage or accident to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, sudden, partial or entire failure of gas wells, or any cause beyond its control, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such a failure shall not be deemed to be a violation by such party of its obligation hereunder; but such party shall use due diligence to again put itself forthwith in position to carry out all of the obligations which by the terms hereof it has assumed, and so far as possible shall give the other party notice in writing or by telephone or telegraph of the shutting off of gas to make repairs or alterations.

Tenth. It is understood and agreed that, in case the one-half of the capacity of the 20-inch pipe line of the "Selling Company" at the pressure herein stipulated does not yield a delivery of six billion two hundred million cubic feet per year under the agreed table of percentages, or in case the amount of gas available for delivery as herein defined and limited is or becomes such that the one-half

thereof is less than six billion two hundred million cubic feet per year under the agreed table of percentages, then and in both said events the "Buying Company" shall only be entitled to one-half of the entire amount available for delivery at Cedarville Station, inasmuch as the other one-half has been sold by the "Selling Company" or reserved for sale out of this contract for other purchasers.

510 Eleventh. This contract shall continue from the commencement of the delivery of gas hereunder until the expiration of ten years from and after the 31st day of December, 1916, but it is agreed that in the event a pipe line shall at any time prior to January 1, 1919, be constructed from the gas fields of West Virginia to the City of Baltimore, Maryland, under such circumstances that the "Selling Company" or any company affiliated with it may be able to sell for use in the City of Baltimore natural gas produced or acquired by said "Selling Company," then it shall have the right or option to terminate this agreement by giving one year's written notice to the "Buying Company" so to do. Such notice may be given before the completion of any such pipe line leading to said City of Baltimore, but shall not be effective unless such a line shall be actually built.

Twelfth. This contract and all of its covenants, limitations and conditions shall extend to and be binding upon the successors and assigns of the parties.

In witness whereof, the corporations parties hereto have hereunto caused *there* corporate seals to be affixed and the same to be attested by their respective Presidents or Vice Presidents the day and year first above written.

[Corporate Seal.]

(Signed) UNITED FUEL GAS COMPANY,
By W. Y. CARTWRIGHT,
Vice President.

Attest:
L. A. SEYFFERT,
Asst. Secretary.

[Corporate Seal.]

HOPE NATURAL GAS COMPANY,
By JOHN G. PEW,
Vice President.

Attest:
CHRISTY PAYNE,
Secretary.

511 STATE OF OHIO,
County of Hamilton, ss:

I, John M. Cronin, a Notary Public for said County of Hamilton, do certify that W. Y. Cartwright personally appeared before me in my said County, and being by me duly sworn, did depose and say

that he is the Vice President of United Fuel Gas Company, one of the corporations described in the writing above, bearing date the 25th day of August, 1916, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation and that the said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said W. Y. Cartwright acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 6th day of Sept., A. D. 1916.

[Notarial Seal.] (Signed) JOHN M. CRONIN,
Notary Public.

My commission expires March 10, 1917.

STATE OF PENNSYLVANIA,
County of Allegheny, ss:

I, Geo. A. Kinley, a Notary Public of said County of Allegheny, do certify that John G. Pew personally appeared before me in my said County, and being by me duly sworn did depose and say that he is the Vice President of Hope Natural Gas Company, one of the corporations described in the writing above, bearing date the 25th day of August, 1916, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to the said writing is the corporate seal of said corporation, and that the said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said John G. Pew acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 1st day of September, A. D. 1916.

[Notarial Seal.] (Signed) G. A. KINLEY,
Notary Public.

My commission expires March 25, 1917.

512 Hope Natural Gas Company,

424 Sixth Avenue,

Pittsburgh, Pa.

John G. Pew, Vice President.

August 25, 1916.

Mr. W. Y. Cartwright, Vice Pres.
United Fuel Gas Company,
Cincinnati, Ohio.

MY DEAR MR. CARTWRIGHT:

In connection with the contract, bearing even date, for the delivery of gas by the United Fuel Gas Company to Hope Natural Gas Com-

pany, at Cedarville, West Virginia, there has been some discussion about the possibility of a special tax being placed in some form on the natural gas business.

The contract prices have been made without reference to any tax, other than those collectible under the plan of taxation now in force so that if an additional special tax should be imposed it might place an inequitable burden on one or the other parties. We feel that such a tax is unlikely, but to carry out the intention of our agreement, this letter is written to assure you that the Hope Natural Gas Company agrees with your Company that in case any lawful tax or assessment is hereafter imposed on natural gas in any manner, so as to constitute in effect a charge upon the gas deliverable hereunder, the amount of such tax or assessment or charges shall be borne, one-half by your Company and one-half by the Hope Natural Gas Company insofar as it affects or relates to, or is apportionable to the natural gas deliverable hereunder, and in the event your Company is required to pay the same, one-half of the amount thereof shall be paid by the Hope Natural Gas Company to your Company in addition to the prices for gas fixed by the above mentioned contract.

Please advise if this is satisfactory to your Company.

(Signed) HOPE NATURAL GAS COMPANY,
By JOHN G. PEW,
Vice President.

513 [Endorsed:] United Fuel Gas Company and Hope Natural Gas Company. Agreement.

514 UNITED FUEL AND HOPE COS.' (1920) W. VA. EX. 40.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 40. J. B. S.

This agreement, made and entered into this 1st day of May, 1920, by and between United Fuel Gas Company, a corporation of West Virginia (hereinafter called the "Selling Company"), party of the first part, and Hope Natural Gas Company, also a corporation of West Virginia (hereinafter called the "Buying Company"), party of the second part,

Witnesseth:

Whereas, by a certain written agreement, bearing date the 25th day of August, 1916, between the parties hereto, the "Selling Company" agreed to sell, and the "Buying Company" agreed to purchase, certain quantities of natural gas at a point near Cedarville, in Gilmer County, West Virginia, to which point the "Selling Company" agreed to construct a pipe line from its gas fields for the purposes of said contract, which said pipe line has since been constructed and natural gas delivered under said agreement since early in the year 1917 until the present time; and,

Whereas, the "Selling Company" has not had available for delivery, and has failed to deliver during the past winter, the quantity

of natural gas daily contemplated by said contract to be delivered, and the exhaustion of the natural gas fields operated by the "Selling Company", together with the increased expense of producing natural gas under present circumstances and conditions, will require greater expenditures on the part of the "Selling Company" in the performance of said contract than were contemplated at the date thereof by the parties thereto; and,

Whereas, the "Buying Company," recognizing the existing conditions surrounding the fields operated by the "Selling Company", both as to the depletion of the supply and the increased cost of operations, has consented to a certain increase in the price to be
515 paid for the gas delivered under said original contract from and after this date, with the understanding that the "Selling Company" will enlarge its facilities for the delivery of said gas to the extent hereinafter specified;

Now, therefore, in consideration of the premises, it is agreed between the parties hereto as follows:

First. In lieu of the price specified in said original contract to be paid by the "Buying Company" to the "Selling Company", the "Buying Company" will pay for all gas delivered to it between midnight of April 30, 1920, and April 30, 1922, a price of fourteen (14) cents per thousand cubic feet for the first twelve (12) million cubic feet delivered each day; fifteen (15) cents for the thirteenth million; sixteen (16) cents for the fourteenth million; seventeen (17) cents for the fifteenth million; and eighteen (18) cents for all above fifteen (15) million cubic feet delivered each day. The quantity of gas delivered in any one of the two entire years provided for in this supplemental agreement shall be apportioned, as nearly as practicable, between the several months of the year and with the same allowance for variations between the days of each month, as specified by said original contract, and it is estimated by the parties hereto that the "Selling Company" will be able to deliver to the "Buying Company", during the winter months of each of said two years, an average of at least twenty (20) million cubic feet of gas daily.

Second. In consideration of the foregoing, the "Selling Company" expressly covenants and agrees that it will enlarge its principal compressor station used in the delivery of the gas sold under this contract (known as its "Cobb Station"), by adding additional units
516 thereto of approximately twenty-seven hundred (2,700) horsepower, the same to be completed by November 1, 1920, unless delayed by unavoidable accident or other circumstances over which it has no control, and will also enlarge its auxiliary compressor station known as "Buff Lick" station, located south of said Cobb station, by adding additional units thereto amounting to four hundred and eighty-five (485) horsepower, to be completed within the same time and subject to the same reservations as those mentioned above in reference to Cobb station; and further, that it will complete, by January 1, 1921, at least twenty-five (25) additional wells in search of gas, and connect the same with the pipe line system through which

gas is delivered to the "Buying Company" by the "Selling Company", it being understood that said pipe line system is also used for the supplying of gas to others, as recited in said original contract.

Third. It is further agreed that the said written agreement bearing date the 25th day of August, 1916, between the parties hereto, is and shall remain in full force and effect in all of its terms, provisions, conditions and stipulations for the full term thereof, excepting as herein expressly modified.

Witness the common and corporate seals of the corporations parties hereto, duly affixed and attested by their proper officers, the day and year first above written.

[Corporate Seal.]

(Signed) UNITED FUEL GAS COMPANY,
By R. G. ALTIZER,
Vice President.

Attest:
W. W. WOLFE,
Asst. Secretary.

[Corporate Seal.]

(Signed) HOPE NATURAL GAS COMPANY,
By T. O. SULLIVAN,
Vice President.

Attest:
CHRISTY PAYNE,
Secretary.

517 & 518 STATE OF WEST VIRGINIA,
Kanawha County, to wit:

I, D. C. Jay, a Notary Public for said County, do certify that R. G. Altizer personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is Vice President of United Fuel Gas Company, one of the corporations described in the writing hereto annexed, bearing date the 1st day of May, 1920, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said R. G. Altizer acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 25th day of May, 1920.

My commission expires March 2d, 1925.

(Signed) D. C. JAY,
Notary Public.

STATE OF PENNSYLVANIA,
Allegheny County, To wit:

I, Geo. A. Kinley, a Notary Public for said County, do certify that T. O. Sullivan personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is Vice President of Hope Natural Gas Company, one of the corporations described in the writing hereto annexed, bearing date the 1st day of May, 1920, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said T. O. Sullivan acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 29th day of June, 1920.

My commission expires March 25, 1921.

[Notarial Seal.] (Signed) G. A. KINLEY,
Notary Public.

519 UNITED FUEL AND PGH. COS.' (1916) W. VA. EX. 41.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 41. J. B. S.

This agreement, made this 25th day of August, A. D. 1916, by and between the United Fuel Gas Company, a corporation of West Virginia, hereinafter called "United Company," party of the first part, and the Pittsburgh and West Virginia Gas Company, also a West Virginia Corporation, hereinafter called "Pittsburgh Company", party of the second part, witnesseth:

That, in consideration of the mutual covenants and agreements herein contained, the United Company agrees to sell and deliver and the Pittsburgh Company agrees to purchase and accept certain quantities of natural gas produced or acquired by said first mentioned Company, and the parties hereto have further agreed and do hereby agree as follows:

First. United Company agrees to construct a pipe line twenty (20) inches in outside diameter, leading from the lands operated by it, a distance of about forty (40) miles to a point on Cedar Creek, County of Gilmer and State of West Virginia, being approximately two miles in an easterly direction from the village of Cedarville in said County. At the northern terminus of said line the said United Company will construct and install the necessary buildings, meters and appliances for maintaining a station for the measurement of the gas hereby agreed to be sold. The work of

laying said pipe line and of constructing said measuring station shall be commenced promptly upon the execution of this agreement and shall be completed by November 1st, 1916, or as early thereafter as is reasonably possible, allowance being made for any necessary delay in acquiring right of way by condemnation. Pittsburgh Company agrees to build at the same time, with like allowance for necessary delay, such pipe line as may be required from its present system of lines to said measuring station, for the purpose of receiving and transporting therefrom the gas agreed to be purchased by it hereunder. The delivery of gas under this agreement shall commence immediately upon the completion of said lines and station.

520 Second. United Company shall purchase or acquire the necessary land and buildings, including two dwelling houses for employees, for maintaining said measuring station in a suitable manner, and shall also purchase and install the necessary meters, appliances and equipment for the proper operation of said station. The said land and buildings shall be the sole property of the United Company, but during the term of this agreement it shall be used only for the purposes of measuring and delivering gas to the Pittsburgh Company and to the Hope Natural Gas Company, under an agreement of even date herewith.

The work of measuring the gas delivered under this agreement shall be performed by the United Company, which Company shall have entire and unrestricted charge of said measuring station and also of the men employed thereat, but all such employees shall be satisfactory to Pittsburgh Company. A duly authorized representative of Pittsburgh Company shall have access to every part of said measuring station, including its records, at any time, for the purpose of observation and inspection, it being the intention of this agreement that United Company shall operate said measuring station in a manner satisfactory to Pittsburgh Company.

Pittsburgh Company agrees to pay one-half (½) of the actual cost of equipping said station with meters, measuring devices and appliances (other than land and buildings) installed for measuring the gas delivered solely to said Pittsburg Company, and one-fourth (¼) the cost and expense of maintaining and operating said entire station for the measurement and delivery of gas to both the Pittsburgh Company and the Hope Natural Gas Company.

Pittsburgh Company further agrees to pay to United Company, as an annual rental, during each of the ten (10) years in which this agreement is to remain in force, for the joint use of said ground and buildings, a sum equal to fo-r and one-third (4⅓) per centum of the actual cost and expense of acquiring said land and
521 constructing said buildings. The first annual rental shall be due as soon after the completion of said station as gas is delivered, and subsequent payments annually thereafter.

The amount due from Pittsburgh Company as its share of the cost of acquiring and installing said meters, measuring devices and appliances shall be paid promptly after the installation thereof,

and the amount due from Pittsburgh Company as its share of the cost of operating and maintaining said station shall be paid monthly upon accurate statements thereof to be furnished to it by United Company.

Third. United Company undertakes and agrees (subject to the qualifications hereinafter mentioned) to sell and deliver to Pittsburgh Company at said measuring station, and Pittsburgh Company undertakes and agrees to purchase and to take from United Company during each year, for a period of ten (10) years following the date that actual delivery of gas commences under this agreement, six billion two hundred million (6,200,000,000) cubic feet of natural gas, to be delivered during the several months of each year in the proportions hereinafter specified, provided, however, that United Company shall not be obligated to deliver more than its available supply as hereinafter set forth.

Fourth. The gas so sold shall be delivered into the pipe line of Pittsburgh Company, against the varying pressures therein, so far as is possible without interruption of the flow, in amounts which shall continue steadily in the same volume throughout every hour of the day, and also continue steadily in the same volume throughout every day of each month, but the proportionate part of said entire amount to be taken during each calendar month is hereby fixed as follows:

Month.	Per cent.
November	10½
December	12
January	12½
522 February	12
March	11
April	8½
May	7½
June	4¾
July	4½
August	4½
September	4¾
October	7½

The amount deliverable during any month shall be delivered substantially in uniform daily amounts during such month, but the deliveries in any day may, however, vary between 80% and 120% of the amount deliverable for such day, ascertained as above provided, and the amount deliverable during any month may be increased or reduced so long as the amount delivered and taken is between 90% and 110% of the amount deliverable during such month, determined as above, provided, however, that the full quantity designated to be taken during the calendar year is delivered and taken, and that the amount taken from the first day of each year to the end of October of such year shall be the total amount designated for such ten months' period by the above table, excepting

that the variation of 10% shall be allowed from the amount apportioned to the said month of October.

Fifth. United Company shall take care of all wells and control all water that may accumulate therein and also in the lines leading from said wells, and shall keep the twenty (20) inch pipe line hereinbefore mentioned free from water, so that the gas may be delivered at the meter in a dry and marketable condition, and Pittsburgh Company reserves the right to refuse to accept all gas that is not in a dry and marketable condition.

United Company shall have dominion and control over the natural gas delivered under this agreement until after the said gas passes through the meter and into the pipe line of Pittsburgh Company, and United Company shall be responsible for and on account of anything that may be done, happen to or arise, touching said gas until it is delivered into the pipe line of Pittsburgh
523 Company, and Pittsburgh Company undertakes and agrees that it will at all times and from time to time save harmless the United Company from any and all manner of claims, suits and damages on account of any conduct, act or thing touching said gas after it has passed into the pipe line of Pittsburgh Company.

Sixth. While this agreement does not obligate United Company to deliver nor Pittsburgh Company to purchase more gas than that hereinbefore specified, yet if by mutual agreement United Company shall deliver and Pittsburgh Company shall take during January, February and March of any year more than the combined amount agreed to be delivered and taken during said three months, or if Pittsburgh Company shall be ready and willing to take, but United Fuel Company shall be unable to deliver during said three months the combined quantity hereinbefore specified to be delivered, then in either such event the amount to be taken in the remaining nine months of each calendar year shall be determined as follows: The total quantity to be taken during each calendar year shall be increased or diminished from that hereinbefore specified so that the amount actually taken during said three months of January, February and March shall constitute thirty-five and one-half (35½) per cent of the total quantity to be taken during each calendar year and the remaining sixty-four and one-half (64½) per cent of such total quantity shall be taken during the remaining nine months in the percentages of such entire quantity for each of said nine months as are specified in the table embraced in the fourth paragraph hereof.

Seventh. Said gas shall be compressed if necessary by United Company and shall be delivered by United Company at said measuring station at a pressure of not less than two hundred and twenty-five (225) pounds to the square inch, and shall be measured at said station by means of Venturi Meters or other meters to be mutually agreed upon, and the quantity thereof shall be
524 computed on a basis of ten (10) ounces above the atmospheric pressure of fourteen and four-tenths (14.4) pounds

per square inch, according to Boyle's Law for the measurement of gas at varying pressures, on a temperature basis of forty (40) degrees Fahrenheit flowing and fifty (50) degrees Fahrenheit storage, without further allowance for actual temperatures and barometric conditions.

The specific gravity of said gas shall be determined for the purpose of measurement by monthly tests to be made jointly by the parties hereto during the first year this agreement is in force, and thereafter quarterly if the variation is found to be small.

If either party challenges the accuracy of any meter in use under this agreement and desires to have the meter tested or repaired, such tests or repairs as are necessary shall be made by a competent authority, to be mutually agreed upon, in the presence and to the satisfaction of the party desiring the same to be made, and the cost of such testing and repairing shall be borne equally by the parties hereto.

United Company shall give complete information when requested in regard to the hourly pressures and deliveries, shall mail to Pittsburgh Company daily reports of pressures and deliveries, and shall on or before the tenth day of each month render to Pittsburgh Company statements, accompanied by meter charts, showing the actual amount of gas delivered during each day of the next preceding calendar month, and Pittsburgh Company agrees to pay for all gas so delivered at the following rates and prices:

For all gas delivered during the first year after the actual commencement of deliveries, at the rate of ten cents per thousand cubic feet.

For all gas delivered during the second and third years after the actual commencement of deliveries, at the rate of eleven cents per thousand cubic feet.

525 For all gas delivered during the fourth and fifth years after the actual commencement of deliveries, at the rate of twelve cents per thousand cubic feet.

For all gas delivered during the eighth and ninth years after the actual commencemnt of deliveries, at the rate of fourteen (14) cents per thousand (1,000) cubic feet.

For all gas delivered during the tenth year after the actual commencement of deliveries, at the rate of fifteen (15) cents per thousand (1,000) cubic feet.

The amount due for gas supplied during each month shall be paid on or before the twentieth (20) day of the following month, and shall be paid by check or voucher drawn to the order of the United Fuel Gas Company and mailed to it at Charleston, West Virginia.

Eighth. It is further understood and agreed that in case any lawful tax or assessment is hereafter imposed upon natural gas in any manner so as to constitute, in effect, a charge upon gas delivered hereunder, the amount of said tax or assessment shall be borne, one-half (½) by United Company and one-half (½) by Pittsburgh Company, in so far as it affects, relates to or is apportionable to the amount of gas delivered hereunder, and in the event that United

Company is required to pay the same, one-half (½) of the amount thereof shall be refunded by Pittsburgh Company to United Company, in addition to the prices hereinbefore set forth.

Ninth. United Company covenants that it will use diligence in the laying and maintaining of pipe lines and in the operating of the lands under its control during the term of this agreement for the purpose of enabling itself to deliver the amount of gas to Pittsburgh Company hereinbefore agreed by it to be delivered, but it is understood and agreed that the obligations of United Company hereunder are limited to the amount of gas produced by it from lands upon which it shall have the right to operate during the term of this agreement and to the gas which it may obtain by purchase from others, and further that its obligations here-
526 under shall be subordinate, and shall be subordinate only, to those previously assumed, including the following:

(*a*) Supplying consumers connected at any time directly to its distributing systems in West Virginia, Ohio and Kentucky, which obligation shall not include consumers hereafter obtained by the purchase, absorption or merger of any other companies or lines outside of its present territory or by the extraordinary extensions of the lines of said Company, but only the ordinary growth and accretions of said Company in its present territory.

(*b*) The performance of a contract for the sale of gas to the Ohio Fuel Supply Company, dated September 19th, 1910, as modified by an agreement dated July 31st, 1916.

(*c*) The performance of a contract for the delivery of gas to the Columbia Gas & Electric Company, dated January 1st, 1913, as modified by an agreement dated July 31, 1916, including the option of renewing the same contained in said original contract.

(*d*) The performance of a contract for the delivery of gas to the Central Kentucky Natural Gas Company, dated November 1st, 1912.

(*e*) The performance of a contract for the delivery of gas to the Louisville Gas & Electric Company, dated July 5th, 1913.

(*f*) The performance of a contract for the delivery of gas to the Portsmouth Gas Company, dated October 25th, 1915.

(Copies of the foregoing contracts, certified to be correct by the Secretary of the United Company, have been this day filed with the Secretary of the Pittsburgh Company).

Tenth. It is further agreed and understood that in the event a pipe line shall at any time prior to January 1st, 1919 be constructed from the gas fields of West Virginia to the City of Baltimore, Maryland, under such circumstances that the United Company or any

company affiliated with it may be able to sell for use in the said City of Baltimore natural gas produced or acquired by said United Company, then it shall have the right or option to terminate this agreement by giving one year's written notice of its intention so to do to Pittsburgh Company. Such notice may be given before the completion of any such pipe line leading to the said City of Baltimore, but shall not be effective unless such a line shall be actually built.

Eleventh. It is understood that contemporaneously with the execution hereof, United Company has entered into a written
527 agreement with the Hope Natural Gas Company, a West Virginia corporation, for the delivery to said last mentioned company of an equal amount of gas to that to be delivered hereunder, and that said pipe line twenty (20) inches in diameter, hereinbefore agreed to be constructed by United Company to said measuring station near Cedarville, is to be used for the transportation to said station of the gas agreed to be sold both to said Pittsburgh Company and to said Hope Natural Gas Company.

It is further understood and agreed that in the event United Company shall not be able to deliver at said measuring station the entire amount agreed to be delivered, together with a like amount to said Hope Natural Gas Company, then the entire amount available for delivery shall be divided equally between Pittsburgh Company and Hope Natural Gas Company unless said companies shall direct a different division thereof as between themselves, it being understood, however, that United Company shall, in any contract hereafter made by it for the sale of gas, other than with consumers supplied directly from its lines, subordinate the obligations created in any such contract to those assumed under this agreement.

It is further understood and agreed that should United Company desire to deliver and sell at said measuring station a greater quantity of gas than that hereinbefore mentioned and intended to be delivered both to Pittsburgh Company and to Hope Natural Gas Company, and in the further event that both Pittsburgh Company and Hope Natural Gas Company shall desire to take and purchase quantities in excess of that agreed to be taken and purchased by them respectively, then Pittsburgh Company shall have the right at its option to purchase one-half (½) of said additional quantity, on equal terms with said Hope Natural Gas Company.

Twelfth. It is agreed that United Company shall have the
528 right to extract from the natural gas sold under this agreement, previous to its delivery to Pittsburgh Company, the gasoline obtainable therefrom by what is known as the "Absorption System" or any other system now or hereafter in common use.

Thirteenth. All the terms and conditions, stipulations, covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

In witness whereof, the parties hereto have caused their respective corporate seals to be hereto affixed, and duly attested, the day and year first above written.

[Corporate Seal.]

(Signed) UNITED FUEL GAS COMPANY,
By W. Y. CARTWRIGHT,
Vice President.

Attest:
L. A. SEYFFERT,
Asst. Secretary.

[Corporate Seal.]

PITTSBURGH AND WEST VIRGINIA GAS COMPANY,
By J. F. GUFFEY,
President.

Attest:
W. B. CARSON,
Secretary.

STATE OF OHIO,
County of Hamilton, To wit:

I, John M. Cronin, a Notary Public of said County of Hamilton, do certify that W. Y. Cartwright personally appeared before me in my said County, and being by me duly sworn according to law, did depose and say that he is the Vice President of the United Fuel Gas Company, one of the corporations described in the foregoing writing, bearing date the 25th day of August, 1916, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given; and the said W. Y. Cartwright acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this 16th day of August, A. D. 1916.

[Notarial Seal.] (Signed) JOHN M. CRONIN,
Notary Public.

My commission expires: March 10, 1917.

529 STATE OF PENNSYLVANIA,
County of Allegheny, To wit:

I, H. K. Bragdon, a Notary Public of said County of Allegheny, do certify that J. F. Guffey personally appeared before me in my said County, and being by me duly sworn according to law, did depose and say that he is the President of the Pittsburgh and West Virginia Gas Company, one of the corporations described in the foregoing writing, bearing date the 25" day of August, 1916, au-

thorized by said corporation to execute and acknowledge deeds and other writings of said corporation, that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given; and the said J. F. Guffey acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal, this 29" day of August, A. D. 1916.

[Notarial Seal.] (Signed) H. K. BRAGDON,
Notary Public.

My commission expires: February 21st, 1919.

530 [Endorsed:] United Fuel Gas Company and Pittsburgh and West Virginia Gas Company. Agreement.

531 UNITED FUEL AND PGH. CO.'S (1920) W. VA. EX. 42.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 42. J. B. S.

This agreement, made and entered into this 1st day of May, 1920, by and between United Fuel Gas Company, a corporation of West Virginia (hereinafter called the "Selling Company"), party of the first part, and Pittsburgh & West Virginia Gas Company, also a corporation of West Virginia (hereinafter called the "Buying Company"), party of the second part,

Witnesseth:

Whereas, by a certain written agreement, bearing date the 25th day of August, 1916, between the parties hereto, the "Selling Company" agreed to sell, and the "Buying Company" agreed to purchase, certain quantities of natural gas at a point near Cedarville, in Gilmer County, West Virginia, to which point the "Selling Company" agreed to construct a pipe line from its gas fields for the purposes of said contract, which said pipe line has since been constructed and natural gas delivered under said agreement since early in the year 1917 until the present time; and,

Whereas, the "Selling Company" has not had available for delivery, and has failed to deliver during the past winter, the quantity of natural gas daily contemplated by said contract to be delivered, and the exhaustion of the natural gas fields operated by the "Selling Company", together with the increased expense of producing natural gas under present circumstances and conditions, will require greater expenditures on the part of the "Selling Company" in the performance of said contract than were contemplated at the date thereof by the parties thereto; and,

Whereas, the "Buying Company", recognizing the existing conditions surrounding the fields operated by the "Selling Company", both as to the depletion of the supply and the increased cost of

operations, has consented to a certain increase in the price
532 to be paid for the gas delivered under said original contract from and after this date, with the understanding that the "Selling Company" will enlarge its facilities for the delivery of said gas to the extent hereinafter specified;

Now, therefore, in consideration of the premises, it is agreed between the parties hereto as follows:

First. In lieu of the price specified in said original contract to be paid by the "Buying Company" to the "Selling Company", the "Buying Company" will pay for all gas delivered to it between midnight of April 30, 1920, and April 30, 1922, a price of fourteen (14) cents per thousand cubic feet for the first twelve (12) million cubic feet delivered each day; fifteen (15) cents for the thirteenth million; sixteen (16) cents for the fourteenth million; seventeen (17) cents for the fifteenth million; and eighteen (18) cents for all above fifteen (15) million cubic feet delivered each day. The quantity of gas delivered in any one of the two entire years provided for in this supplemental agreement shall be apportioned, as nearly as practicable, between the several months of the year and with the same allowance for variations between the days of each month, as specified by said original contract, and it is estimated by the parties hereto that the "Selling Company" will be able to deliver to the "Buying Company", during the winter months of each of said two years, an average of at least twenty (20) million cubic feet of gas daily.

Second. In consideration of the foregoing, the "Selling Company" expressely covenants and agrees that it will enlarge its principal compressor station used in the delivery of the gas sold under this contract (known as its "Cobb Station"), by adding ad-
533 ditional units thereto of approximately twenty-seven hundred (2,700) horsepower, the same to be completed by November 1, 1920, unless delayed by unavoidable accident or other circumstances over which it has no control, and will also enlarge its auxiliary compressor staton known as "Buff Lick" station, located south of said Cobb station, by adding additional units thereto amounting to four hundred and eighty-five (485) horsepower, to be completed within the same time and subject to the same reservations as those mentioned above in reference to Cobb station; and further, that it will complete, by January 1, 1921, at least twenty-five (25) additional wells in search of gas, and connect the same with the pipe line system through which gas is delivered to the "Buying Company" by the "Selling Company", it being understood that said pipe line system is also used for the supplying of gas to others, as recited in said original contract.

Third. It is further agreed that the said written agreement bearing date the 25th day of August, 1916, between the parties hereto, is and shall remain in full force and effect in all of its terms, provisions, conditions and stipulations for the full term thereof, excepting as herein expressly modified.

Witness the common and corporate seals of the corporations parties hereto, duly affixed and attested by their proper officers, the day and year first above written.

[Corporate Seal.] (Signed) UNITED FUEL GAS COMPANY,
By R. G. ALTIZER,
Vice-President.

Attest:
W. W. WOLFE,
Asst. Secretary.

[Corporate Seal.] PITTSBURGH & WEST VIRGINIA GAS COMPANY,
By A. W. THOMPSON,
President.

Attest:
W. B. CARSON,
Secretary.

534 & 535 STATE OF WEST VIRGINIA,
Kanawha County, To wit:

I, D. C. Jay, a Notary Public for said County, do certify that R. G. Altizer personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is Vice President of United Fuel Gas Company, one of the corporations described in the writing hereto annexed, bearing date the 1st day of May, 1920, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said R. G. Altizer acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 25th day of May, 1920.

My commission expires March 2d, 1925.

(Signed) D. C. JAY,
Notary Public.

STATE OF PENNSYLVANIA,
Allegheny County, to wit:

I, John L. Hauser, a Notary Public for said County, do certify that W. B. Carson personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is Secretary of Pittsburgh & West Virginia Gas Company, one of the corporations described in the writing hereto annexed, bearing date the 1st day of May, 1920, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said W.

B. Carson acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and official seal this 17th day of July, 1920.

My commission expires end next session of Senate.

[Notarial Seal.] (Signed) JOHN L. HAUSER,
Notary Public.

536 COLUMBIA AND UNITED FUEL COS.' W. VA. EX. 43.

(Introduced at Page 1199, Record.)

W. VA. EX. NO. 43. J. B. S.

Agreement made this 1st day of January, 1913, between the Columbia Gas & Electric Company, hereinafter called the "Columbia Company," and the United Fuel Gas Company, hereinafter called the "United Company," corporations organized under the laws of West Virginia, modifying the agreement between the same parties dated the 1st day of December, 1909.

1st. Whereas, by agreement dated the 1st day of December, 1909, the Columbia Company agreed to purchase and take from the United Company, and the United Company agreed to sell and deliver natural gas in the amounts and at the prices and upon the terms and conditions in said agreement stated; and

Whereas, contemporaneously with the said agreement dated the 1st day of December, 1909, the Columbia Company sub-leased to the United Company a gas compressing station known as Kenova Station, located on the Big Sandy River in Wayne County, West Virginia, and an eighteen inch pipe line extending therefrom eastwardly to Balls Gap in Ceredo District, Wayne County, West Virginia, with a line branching towards the Griffithsville gas field, and a line branching towards Dunlow, West Virginia, in said sub-lease and in said agreement more particularly described, and said agreement contained various provisions relating to the operation of said compressing station and said pipe lines by the United Company for the transportation of the gas produced by each of the parties; and

Whereas, the Columbia Company has not succeeded in marketing natural gas in the volume and to the extent anticipated, and the Columbia Company has requested the United Company to make concessions in the terms of the said agreement dated the 1st day of December, 1909, in order that the Columbia Company may increase its deliveries of natural gas and may otherwise enlarge its markets and profitably extend its business; and

537 Whereas, pursuant to said request the United Company has agreed with the Columbia Company to modify the said agreement dated the 1st day of December, 1909, and contemporaneously with the execution of this agreement has surrendered to the Columbia Company the sub-lease above referred to, and possession of the com-

pressing station and pipe lines covered thereby to the end that the Columbia Company shall operate the same and transport therein and thereby the gas herein agreed to be delivered to it, as well as the gas produced from its own properties:

Now, this agreement witnesseth: That the agreement between the parties hereto dated the 1st day of December, 1909, has been and the same hereby is modified as of January 1st, 1913, so that all the terms, provisions and conditions therein contained have been and the same hereby are superseded by the terms, provisions and conditions hereinafter set forth.

2nd. The Columbia Company agrees to purchase and take from the United Company, and the United Company agrees to sell and deliver to the Columbia Company subject to the provisions of the 11th Paragraph hereof, natural gas in the amounts and at the prices following, viz:

For the year ending—	Cubic feet of natural gas.	Price per one thousand cubic feet.
December 31, 1913	Six billion	8 cents.
December 31, 1914	Six billion	8½ cents.
December 31, 1915	Six and one-half billion	9 cents.
December 31, 1916	Six and one-half billion	10 cents.
December 31, 1917	Seven billion	11 cents.
December 31, 1918	Eight billion	12½ cents.
December 31, 1919	Ten billion	12½ cents.

3rd. This agreement shall terminate on December 31, 1919, unless the United Company on or prior to December 31, 1917, shall give written notice to the Columbia Company of its election to continue the same until December 31, 1924; in case the United Company gives such notice of its election to continue this contract until December 31, 1924, then the same shall terminate on December 31,
538 1924, unless the United Company on or prior to December 31, 1922, shall give written notice to the Columbia Company of its election to continue the contract until December 31, 1929, in which event this contract shall terminate on that date. In case of the exercise of said election and the continuance of this agreement until December 31, 1924, the United Company shall sell and deliver and the Columbia Company shall purchase and take during each year from December 31, 1919, until December 31, 1924, subject to the provisions of the Eleventh Paragraph hereof, Ten Billion (10,000,000,000) cubic feet of natural gas at twelve and one-half (12½) cents per one thousand cubic feet; and in case of the exercise of said election and the continuance of this agreement from December 31st, 1924, to December 31st, 1929, then the United Company shall sell and deliver and the Columbia Company purchase and take during each year from December 31st, 1924, until December 31st, 1929, subject to the provisions of the Eleventh Paragraph hereof, Ten Billion (10,000,000,000) cubic feet of natural gas at twelve and one-half (12½) cents per one thousand cubic feet.

4th. The said natural gas shall be delivered at the existing Pitot tube measuring station at Balls Gap, West Virginia, and at such other points of delivery as may be hereafter agreed upon.

The Columbia Company shall have the right to require that the pressure at which said gas is to be delivered is such as to produce and maintain when said gas is commingled with gas which the Columbia Company takes from other sources into its said eighteen inch pipe line, an efficient working pressure of not less than sixty pounds to the square inch upon said line, gauged at the intake side of the high stage compressors of said Kenova station, but the Columbia Company agrees that it will not produce and maintain at any time on
539 its line or lines at any delivery point under this contract, a pressure higher than is necessary to produce and maintain on said eighteen inch pipe line at said intake side of the high stage compressors of said compressing station, said pressure of sixty pounds to the square inch if any higher pressure prevents the United Company from delivering any part of the gas which it has herein undertaken to deliver.

It is further agreed that if at any time the supply and pressure of gas which the Columbia Company is able to secure at natural well pressure from sources other than United Company, with the addition of such supply as the United Company is able to deliver hereunder at natural well pressure, becomes insufficient without additional means of compression to produce and maintain the sixty pounds pressure at the intake side of the high stage compressors of said Kenova Station, the Columbia Company shall install at and in connection with the said compressing station such necessary sub-pumping stations or low stage compressors as will enable it thereby to produce and maintain the required efficient working pressure on said eighteen inch line at the intake side of its high stage compressors at said Kenova Station, and the gas to be taken from the United Company shall be taken by means of such sub-pumping stations or low stage compressors to be installed by the Columbia Company, and under the same pressure conditions as the gas which the Columbia Company takes from other sources.

It is agreed that for the purpose of determining whether or not the United Company is delivering gas at the agreed delivery pressure, the compressors in Kenova Station shall be operated only to the extent reasonably necessary to handle the amount of gas which the United Company is currently required to deliver, in addition to the amount of gas which the Columbia Company at the same time is marketing from other sources.

540 5th. If any measuring stations shall hereafter be constructed they shall be constructed at the joint expense of the parties hereto, each party paying one-half of such construction. The expense of operating and maintaining the measuring station at Balls Gap, and the additional measuring stations, if any are hereafter constructed, shall be borne jointly by the parties hereto, each paying one-half thereof, but the United Company shall be in charge of such stations and shall appoint the operatives, but the operatives shall be satisfactory to the Columbia Company.

6th. Readings of the Pitot tubes shall be made at regular fifteen minute intervals throughout the twenty-four hours of each day, and duplicate statements of the readings shall be mailed daily to the Columbia Company and to the United Company; from such readings of the measuring tubes the amount of natural gas furnished and delivered each month shall be computed on the basis of eight ounces pressure above atmospheric, according to Boyle's law for the measurement of gas at varying pressures; 14.4 pounds per square inch is adopted as atmospheric pressure for the purpose of this contract, and no other allowance shall be made for temperature or barometric conditions.

7th. The United Company on or before the 10th day of each month shall send to the Columbia Company a statement and bill for the the amount of gas delivered during the preceding month, ascertained as above provided, and the Columbia Company shall pay the United Company the stipulated price therefor within ten days after the delivery of such statement.

8th. During the years 1913 to 1915, inclusive, the amounts deliverable in each year shall be delivered in the different months of the year according to the following table:

Month.	Per cent.
January	13½
February	13½
March	12
April	7
May	6½
June	4½
July	4
August	4
September	5
October	7½
November	9½
December	13

During the years 1916 to 1919, inclusive, the amount deliverable in each year shall be delivered during the different months of the according to the following table of percentages:

Month.	Per cent.
January	12½
February	12½
March	11
April	8½
May	7
June	5
July	4½
August	4½
September	5
October	8
November	9½
December	12

In case the agreement is continued after December 31st, 1919, the amount of gas deliverable in such year thereafter, shall be delivered in the different months of the year according to the table of percentages for the years 1916 to 1919 inclusive. The amount deliverable during any month shall be delivered substantially in uniform daily amounts during such month, but the deliveries in any day may, however, vary between 80% and 120% of the amount deliverable for such day ascertained as above provided. Beginning with the 31st day of December, 1915, and thereafter during the continuance of this contract, the Columbia Company shall have the right to reduce or to increase the amount to be delivered and taken during any month so long as the amount delivered and taken is between 90% and 110% of the amount deliverable during such month determined as above, provided, however, that during each year ending December 31st, the full quantity designated as the amount to
542 be delivered and taken for any year, is delivered and taken, and provided also that during each six months' period ending October 31st, 35% of the amount designated as the amount to be delivered and taken in the same calendar year, is delivered and taken, notwithstanding any variation that there may have been in the quantity taken in any one month of such period.

9th. No dominion or control over the natural gas delivered under this contract shall remain in the United Company after the gas passes the point of delivery, nor shall United Company be responsible for or on account of anything that may be done, happen or arise touching said gas thereafter; and the Columbia Company undertakes and agrees that it will at all times and from time to time keep free, save harmless and indemnify United Company from any and all manner of claims, suits, and damages on account of any accident, act or thing touching said gas after it has left the said point of delivery.

10th. United Company undertakes and agrees that it will use reasonable diligence in developing and drilling on gas leases and property from time to time controlled by it for the purpose of fulfilling its obligations hereunder and enabling it to deliver the amounts of gas which in and by the terms hereof it undertakes and agrees to deliver, and for such purposes will build, provide, maintain and operate in good order, condition and manner such compressor stations, gathering pipe lines, connections and other facilities as may be necessary therefor, and will use all reasonable diligence consistent with good business judgment in obtaining and developing new gas leases and contracts for gas when the same become necessary in order to enable it to deliver gas under the terms of this contract, and such extensions, leases and contracts can be obtained on a basis profitable to said United Company.

543 11th. The obligation of the United Company to furnish and deliver the amounts of gas specified in the 2nd and 3rd Paragraphs hereof, shall be limited to the amount of gas produced by the United Company from gas fields then owned or leased by it, and gas purchased by it under contracts then current for the purchase of gas, which the United Company shall have available for de-

livery hereunder, after deducting from the total amount so purchased and produced the quantities of natural gas required to supply at any and all times domestic consumers connected to the United Company's own distributing system; and in case the quantities so available for delivery are less than the amounts deliverable under the provisions of the 2nd and 3rd Paragraphs hereof, the Columbia Company shall nevertheless purchase and take the quantities so available for delivery, and the same as nearly as may be shall be delivered and taken in the proportions specified in Paragraph 8th hereof. The United Company reserves the right in the usual course of its business to surrender, exchange, sell or otherwise dispose of any part of the gas properties now or hereafter owned or leased by it; should, however, United Company sell its gas properties as a whole, such sale shall be made subject to this agreement.

12th. It is mutually understood and agreed that where either party to this contract without fault or neglect on its part fails to perform any obligations herein assumed by it, and such failure is due to Acts of God, or to a public enemy, strikes, riots, injunctions or other interferences through legal proceedings, breakage or accidents to machinery or lines of pipe, washouts, earthquakes, storms, freezing of lines or wells, sudden partial or entire failure of gas wells, or any cause beyond its control, or is caused by the necessity for making repairs or alterations in machinery or lines of pipe, such failure shall not be deemed to be a violation by such party of its obli-
544 gation hereunder; but such party shall use due diligence to again put itself forthwith in position to carry out all of the obligations which by the terms hereof it has assumed, and so far as possible shall give the other party notice in writing, or by telephone or telegraph of the shutting off of gas to make repairs or alterations.

13th. In ase any lawful tax or assessment is hereafter imposed on natural gas in any manner so as to constitute in effect a charge upon the gas delivered hereunder, the amount of such tax or assessment or charges shall be borne one-half by the United Company and one-half by the Columbia Company, insofar as it affects or relates to or is apportionable hereto, and in the event that the United Company is required to pay the same, one-half the amount thereof shall be paid by the Columbia Company to United Company in addition to the prices above stated.

14th. In case the Columbia Company shall fail to pay to the United Company amounts that may be due and payable hereunder to United Company within twenty days after the same become due and payable, the United Company shall have the right without cancelling this contract or waiving any of its rights hereunder to suspend the delivery of natural gas hereunder until all amounts due to it are paid, and at its option shall have the right to terminate this contract on thirty days' notice to Columbia Company without prejudice to its right to collect the amounts due to it at the time of such termination for gas previously delivered hereunder, and to recover such damage as it may sustain by the breach of this contract by the Columbia Company.

15th. This contract shall bind and run in favor of the parties hereto, and their respective successors and assigns, but shall not be assigned by either party without the consent of the other.

545 In witness whereof the parties hereto have hereunto caused their corporate names to be signed by their respective Presidents and their respective seals to be hereunto affixed by their respective Secretaries the day and year first above written.

[Corporate Seal.]

(Signed) UNITED FUEL GAS COMPANY.
By F. W. CRAWFORD,
President.

Attest:
H. C. REESER,
Secretary.

[Corporate Seal.]

COLUMBIA GAS & ELECTRIC COMPANY,
By W. Y. CARTWRIGHT,
Vice-President.

Attest:
W. T. HUNTER,
Secretary.

STATE OF OHIO,
County of Hamilton, ss:

I, John M. Cronin, a Notary Public of the said County of Hamilton, do certify that W. Y. Cartwright personally appeared before me in my said County, and being by me duly sworn, did depose and say that he is the Vice President of the Columbia Gas and Electric Company, one of the corporations described in the writing above, bearing date the 1st day of January, 1913, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to the said writing is the corporate seal of said corporation and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said W. Y. Cartwright acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 7th day of June, 1913.

[Notarial Seal.] (Signed) JOHN M. CRONIN,
Notary Public, Hamilton Co., Ohio.

My commission expires Mar. 3, 1914.

546 Charleston, W. Va., July 18, 1918.

Columbia Gas & Electric Company,
Attention Mr. W. Y. Cartwright, Vice President,
Fourth & Plum Sts., Cincinnati, Ohio, and

Ohio Fuel Supply Company,
Attention Mr. L. B. Denning, Assistant to President,
2017 Farmers Bank Bldg., Pittsburgh, Pa.

DEAR SIRS:

As a memorandum of the oral agreement reached on yesterday in pursuance of previous negotiations, with reference to the price to be paid to the United Fuel Gas Company for gas supplied by it to the Columbia Gas & Electric Company and the Ohio Fuel Supply Company, during the calendar year 1918, I would thank you to advise me whether the following is a correct statement of this agreement, and if so, entries covering the matter will be made upon our books:

First. For the first 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company and the first 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, they are to pay respectively the sum of 7c. per thousand cubic feet; and for any excess over 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company, or for any excess over 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, during the calendar year 1918, they shall pay at the rate of 11c. per thousand cubic feet, the latter being the price, during the year 1918, charged to the Hope Natural Gas Company and the Pittsburgh & West Virginia Gas Company. The foregoing, however, is subject to the qualification that, should the Columbia Gas & Electric Company take during said year less than 10,000,000,000 cubic feet, or should the Ohio Fuel Supply Company take less than 9,800,000,000 cubic feet, then the quantity which each of said Companies shall have the right to purchase at the rate of 7c. per thousand shall be limited to an entire quantity, of
547 which the Columbia Gas & Electric Company shall have 51% and the Ohio Fuel Supply Company 49%. That is to say, if one of said Companies shall take less than the quantity above mentioned to which it is entitled at the 7c. rate, then the other Company shall be entitled to take, at such 7c. rate, either 2% more or 2% less, as the case may be, at the same rate. For all gas taken during said year by the Columbia Gas & Electric Company in excess of that to which it may be entitled under the last mentioned provision at the rate of 7c., but not in excess of the entire quantity of 10,000,000,000 cubic feet in said year, it shall pay at the rate of 10c., and for all gas taken by the Ohio Fuel Supply Company during said year in excess of the quantity to which it may be entitled at the 7c. rate, but not in excess of the entire quantity of 9,800,000,000 cubic feet, it shall pay at the rate of 10c.

Second. For the gas taken by each of you during the remainder of this year, you will be billed at the rate of 7c. per thousand cubic

feet, subject to such adjustment at the end of the year as may be required to meet the foregoing stipulation. It is understood that each of you have been charged for the gas previously taken during this year at the rate of 10c., and a refund will be made to each of you at the rate of 3c. per thousand as soon as this Company has the available cash for the purpose. We will make this refund to you ratably so as to give no preference to one Company over the other, but we do not agree to pay interest to either of you upon the amount to be refunded.

Third. In consideration of these concessions, each of you agree to relinquish any claim to the gasoline produced by this Company from the gas sold to each of you during this year, and you concede, for the time being, our right to extract the gasoline before delivering to you the gas. This agreement is made only for the year
548 1918, however, and is not to be used against either of you as an admission of our right to extract said gasoline in future years, nor as an admission against us of any right on your part to prevent our extraction of said gasoline, or of any right on your part to participate in the proceeds of said gasoline.

Fourth. The rights of all parties with reference to the subject matter of the foregoing shall continue to be governed by the provisions of the contract of July 31, 1916, except as modified by the agreement above recited as applicable to the year 1918.

Very respectfully yours,

(Signed) UNITED FUEL GAS COMPANY.
By R. G. ALTIZER,
Vice President.

R. G. A./A.

Exhibit "Modification of Ohio Fuel Supply Company and Columbia Gas & Electric Company Contracts."

549 [Endorsed:] United Fuel Gas Company and Columbia Gas & Electric Company. Agreement.

550 COLUMBIA AND OHIO FUEL COS'. W. VA. EX. 44.

(Introduced at Page 1199, Record.)

W. VA. EX. No. 44. J. B. S.

Charleston, W. Va., July 18, 1918.

Columbia Gas & Electric Company,
Attention Mr. W. Y. Cartwright, Vice President,
Fourth & Plum Sts., Cincinnati, Ohio, and

Ohio Fuel Supply Company,
Attention Mr. L. B. Denning, Assistant to President,
2017 Farmers Bank Bldg., Pittsburgh, Pa.

DEAR SIRS:

As a memorandum of the oral agreement reached on Yesterday in pursuance of previous negotiations, with reference to the price to be paid to the United Fuel Gas Company for gas supplied by it to the Columbia Gas & Electric Company and the Ohio Fuel Supply Company, during the calendar year 1918, I would thank you to advise me whether the following is a correct statement of this agreement, and if so, entries covering the matter will be made on our books:

First. For the first 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company and the first 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, they are to pay respectively the sum of 7c. per thousand cubic feet; and for any excess over 10,000,000,000 cubic feet taken by the Columbia Gas & Electric Company, or for any excess over 9,800,000,000 cubic feet taken by the Ohio Fuel Supply Company, during the calendar year 1918, they shall pay at the rate of 11¢ per thousand cubic feet, the latter being the price, during the year 1918, charged to the Hope Natural Gas Company and the Pittsburgh & West Virginia Gas Company. The foregoing, however, is subject to the qualification that, should the Columbia Gas & Electric Company take during said year less than 10,000,000,000 cubic feet, or should the Ohio Fuel Supply Company take less than 9,800,000,000 cubic feet, then the quantity which each of said Companies shall have the right to purchase at the rate of 7¢ per thousand shall be limited to an entire quantity, of
551 which the Columbia Gas & Electric Company shall have 51% and the Ohio Fuel Supply Company 49%. That is to say, if one of said Companies shall take less than the quantity above mentioned to which it is entitled at the 7¢ rate, then the other Company shall be entitled to take, at such 7¢ rate, either 2% more or 2% less, as the case may be, at the same rate. For all gas taken during said year by the Columbia Gas & Electric Company in excess of that to which it may be entitled under the last mentioned provision at the rate of 7¢, but not in excess of the entire quantity of

10,000,000,000 cubic feet in said year, it shall pay at the rate of 10¢, and for all gas taken by the Ohio Fuel Supply Company during said year in excess of the quantity to which it may be entitled at the 7¢ rate, but not in excess of the entire quantity of 9,800,000,000 cubic feet, it shall pay at the rate of 10¢.

Second. For the gas taken by each of you during the remainder of this year, you will be billed at the rate of 7¢ per thousand cubic feet, subject to such adjustment at the end of the year as may be required to meet the foregoing stipulation. It is understood that each of you have been charged for the gas previously taken during this year at the rate of 10¢, and a refund will be made to each of you at the rate of 3¢ per thousand as soon as this Company has the available cash for the purpose. We will make this refund to you ratably, so as to give no preference to one Company over the other, but we do not agree to pay interest to either of you upon the amount to be refunded.

Third. In consideration of these concessions, each of you agree to relinquish any claim to the gasoline produced by this Company from the gas sold to each of you during this year, and you concede, for the time being, our right to extract the gasoline before delivering to you the gas. This agreement is made only for the year
552 1918, however, and is not to be used against either of you as an admission of our right to extract said gasoline in future years, nor as an admission against us of any right on your part to prevent our extraction of said gasoline, or of any right on your part to participate in the proceeds of said gasoline.

Fourth. The rights of all parties with reference to the subject matter of the foregoing shall continue to be governed by the provisions of the contract of July 31, 1916, except as modified by the agreement above recited as applicable to the year 1918.

Very respectfully yours,
(Signed) UNITED FUEL GAS COMPANY,
By R. G. ALTIZER,
Vice President.

R. G. A./A.

Exhibit "Modification of Ohio Fuel Supply Company and Columbia Gas & Electric Company Contracts."

553 RESERVE V. MCKINLEY COND., W. VA. EX. 45.

EX. W. VA. NO. 45. O. L. H.

RESERVE GAS COMPANY

vs.

FRANKLIN MCKINLEY et al.

Condemnation Proceeding.

Petition Filed November 26, 1912.

To the Honorable Charles W. Lynch, Judge of the Circuit Court of Lewis County, West Virginia:

Your petitioner, Reserve Company, a corporation created, organized and existing under and pursuant to the laws of the State of West Virginia, respectfully represents unto your Honor that it is such corporation created, organized and existing under the laws of said state; that it obtained its original certificate of incorporation or charter from the Secretary of State of said State on the 16th day of April, 1902, by which the corporators are declared to be from the said date until the 1st day of January, 1952, a corporation by the name of Reserve Gas Company.

That for the purpose of enlarging and modifying its powers, rights and privileges, and with a view of investing itself with additional powers, rights and privileges, a resolution was adopted by the stockholders of your petitioner in stockholders' meeting assembled on the 9th day of September, 1908, providing that the objects and purposes for which said corporation was incorporated be enlarged and modified in accordance with and by virtue of the authority of Section 10 of Chapter 54 of the Code of West Virginia, so that said objects and purposes should be those set forth in a new agreement (which was then adopted), and which new agreement is by said resolu-
554 tion adopted in lieu and instead of the one under which said corporation was theretofore organized.

That the said new agreement so adopted by said resolution in lieu and instead of the one under which petitioner corporation was organized, was duly executed and acknowledged by the stockholders signing the same; and the said resolution and new agreement duly acknowledged, and accompanied by the proper certificates and affidavits were delivered to and filed with the Secretary of State of said State of West Virginia in his office on the 29th day of October, 1908; and thereupon the said Secretary of State, on the said resolution and new agreement, and certificates and affidavits accompanying the same, issued to the stockholders named in said new agreement, and all the other stockholders of said corporation, and their successors and assigns, an amended or modified charter or certificate of incorporation of this petitioner, thereby declaring the stockhold-

ers named in said new agreement and all the other stockholders of said corporation and their successors and assigns to be, from the date thereof (October 29th, 1908), until the 1st day of January, 1952, a corporation by the name and for the purposes and objects set forth in the said new agreement; and further thereby declaring that the said corporation shall henceforth be subject to such new agreement as set forth in said certificate in lieu of its original certificate of incorporation.

Your petitioner if required will file as part of this petition duly certified copies of the said original charter or certificate of incorporation and the said new or amended and modified charter or certificate of incorporation, marked and designated "Exhibit No. 1;" and prays that the same if, and when, filed may be taken, read and considered as part hereof, and your petitioner invites the
555 attention of the Court especially to the said resolution and new agreement and the said new or amended and modified charter or certificate of incorporation.

That as shown by said resolution and new agreement and the said new or amended and modified charter or certificate of incorporation, petitioner is thereby continued as such corporation by the name of Reserve Gas Company; and that petitioner is incorporated for the objects and purposes following:

For drilling, boring, mining and operating for the production of natural gas; the producing, dealing in, buying and selling, acquiring, storing, transporting by pipes and other wise natural gas for its own use and for the selling and supplying of natural gas for industrial, commercial, domestic and other public and private uses for heat, light, fuel and power to persons, firms, partnerships, corporations and other consumers and purchasers for use in cities, towns, villages, districts and other municipalities and places in the State of West Virginia, as well as elsewhere, where the said natural gas may be discovered, purchased, stored or transported by the said Reserve Gas Company; for the erecting, laying, maintaining, operating, repairing and removing derricks, pipes, lines of pipes, connections and regulators, pump stations, buildings, shops, structures, tanks, pumps, compressors, cooling plants, gasometers, valves, gates, telegraph and telephone poles and lines, and all other structures and appliances, including street mains, pipes and conduits necessary, incident and convenient to the production, storage, piping and transporting and conveyance of natural gas and petroleum oil; for the production, saving, storing, dealing in and selling petroleum oil, gasoline and such other substances as may be found in the drilling and mining for or handling of natural gas and oil. Also for the purchasing, leasing, acquiring, holding, owning, granting
556 and conveying all such lands and leaseholds for oil and gas purposes and such other real and personal property, including rights of way, as may be necessary and convenient for the purpose of producing, transporting, selling and supplying natural gas and petroleum oil, and for the full and complete exercise and enjoyment of each and all of the powers and purposes hereinbefore as well as hereinafter set forth, and with the right and power, from time to time, to sell, lease, surrender and dispose of any or all of such

real and personal property. Also to have, exercise and enjoy the right of eminent domain, and in the exercise of such right to take, condemn, use and enjoy such lands, rights of way, easements and property as shall be necessary to enable it to lay and construct its mains, pipes and conduits, pump stations, telegraph and telephone lines, dams and other structures and appliances necessary and required or convenient to the producing, storing, cooling and transporting of natural gas; and also to have the right and power to subscribe for and purchase and acquire and transfer the stocks, bonds and securities of other companies, and to have the right and power to do all other acts, and to have and possess all other powers and privileges, necessary for the carrying out of the objects and purposes of this corporation, as above set forth.

Petitioner further shows and represents that since the granting to it of the said new or amended and modified certificate of incorporation, it has been operating under the same and exercising the powers, rights and privileges thereby conferred upon it and with which it is thereby invested.

That since the granting of said new or amended and modified charter or certificate of incorporation, as well as for several years before, petitioner has been, and is engaged in the business of selling and supplying natural gas for industrial, commercial,
557 domestic and other public and private uses for heat, light, fuel and power to persons, firms, partnerships, corporations and other consumers and purchasers for use in incorporated cities, towns, villages, districts and other municipalities and places in the State of West Virginia, and has been and is supplying natural gas to the public for fuel, illuminating and other purposes, and has been, and is still, at great expense and cost to it, erecting, laying, maintaining and operating pipes and lines of pipe, etc., for transporting natural gas with which to supply the public and said other purchasers and consumers with natural gas for fuel, illuminating, heat, power and other purposes; and that it has been and is transporting natural gas to be supplied to the public and said other purchasers and consumers for fuel, heat, illuminating, power and other purposes by and through its said pipes and pipe lines.

That petitioner in the exercise of its rights, powers and privileges, and in the conduct of its business, has been and is supplying natural gas for public use for the purpose of heating and illumination to the town of Wilsonburg, in the State of West Virginia, and to the inhabitants thereof.

That in addition to the above town, petitioner supplies natural gas for heating, illuminating, power, fuel and other purposes to the citizens of a large number of unincorporated towns and villages in the State of West Virginia, and to persons residing in and inhabiting such unincorporated towns and villages.

That in addition to the unincorporated towns and villages and the inhabitants thereof, aforesaid, to which petitioner supplies natural gas for the purposes aforesaid, it also supplies natural gas for
558 such purposes to various school houses and school sub-districts in the counties of Lewis and Harrison, in the State of West

Virginia; and to a large number of contractors and persons, firms and corporations drilling oil, gas and other wells in said counties, and to a large number of other persons, firms and corporations for use in pumping, operating water stations, oil pumping stations, manufacturing plants, etc.

That natural gas so supplied by petitioner to unincorporated towns and villages and the inhabitants thereof for heating and illuminating purposes, as well as to school sub-districts and houses, individuals, water stations, oil pumping stations and other consumers is so supplied under contracts; and that where the same is supplied for heating and illuminating purposes to unincorporated towns and villages, it is done under contract with such towns and villages, and where the same is supplied to school houses, it is so supplied under contract with the proper school officers. That petitioner has existing valid contracts extending into the future, for supplying natural gas to said towns, inhabitants and consumers.

That petitioner in supplying natural gas to the said unincorporated towns and villages, and their inhabitants, for the purpose of heating, illumination, etc., has been and is occupying the public highways, streets and alleys of such incorporated towns and villages for the purpose by means of the location therein of its pipes, connections, boxes, valves and other fixtures, under authority of a franchise from the county court of said counties, respectively. That in the county of Harrison, petitioner has and is the owner of a franchise from the county court authorizing it to locate, lay and maintain in the roads, streets and alleys thereof pipes, connections, boxes, valves and
559 other fixtures for the purpose of supplying natural gas to the inhabitants of said county. That petitioner has and is the owner of a franchise from the county court of Lewis County authorizing it to lay, maintain and operate, across the public highways in said county pipes and other fixtures for the purpose of supplying natural gas for public use.

That petitioner supplies, under valid contracts, natural gas to various village and town settlements in Lewis and Harrison Counties, and to the inhabitants thereof, and to a large number of individual consumers therein, for use for heat, light, power and other purposes; and it also supplies, under valid contracts, natural gas to a large number of individual consumers in Lewis and Harrison Counties, and to manufacturing plants therein, for heat, light, manufacturing and other purposes; it also furnishes and supplies from time to time, to other incorporated gas companies, under valid contracts, natural gas for consumption and use by a large number of individuals, firms, partnerships, corporations and associations in the City of Mannington, and the towns of Littleton, Pine Grove, Smithfield, Wileyville, Hundred, Fairview, and West Milford, and the unincorporated towns of Wallace, Folsom, Metz, Glovers Gap and Wadestown, in the State of West Virginia; and that said other incorporated gas companies, so supplying said last named cities and towns, supply gas to the inhabitants thereof under valid franchises and contracts.

That petitioner, as is its bounden duty, furnishes, and is ready and willing to furnish, at uniform and reasonable rates, natural gas for

heating, illuminating, fuel, power and other purposes to every inhabitant of the said unincorporated villages and towns above
560 named who applies therefor and who complies with the lawful and reasonable rules and regulations of petitioner, and also furnishes and is willing to furnish all other consumers therewith, at uniform and reasonable rates.

That it became necessary for petitioner, in order to supply natural gas to the said several unincorporated villages and towns, and their inhabitants, as well as the several other towns, individuals, firms, corporations, co-partnerships, etc., for heating, fuel, illuminating, power and other purposes, and to keep up the required and necessary supply of such gas, that it discover and produce an additional supply of natural gas; that to discover and produce the same, it became necessary for petitioner to drill, at large cost and expense, new wells for the purpose in the county of Lewis and several other counties in the State of West Virginia, and to acquire other wells in said counties; and that petitioner has drilled several new wells in said several counties and has discovered and found a large supply of natural gas in the said wells, and has acquired sundry other wells producing natural gas. That from said wells so drilled by it, as well as from said wells so acquired by it, petitioner produces natural gas with which to supply the said unincorporated villages and towns and the said inhabitants thereof, aforesaid, as well as said other purchasers and consumers. And that in order to supply said unincorporated villages and towns and the inhabitants thereof, as well as other consumers and prospective consumers in Lewis county, and elsewhere, with such natural gas produced from said last mentioned wells, for heating, illuminating and other purposes it is necessary that petitioner lay, construct and maintain an additional line of pipe from some of the wells in said several counties, through a portion of said Lewis county, and portions of other counties in the State of West
561 Virginia, so as to reach the above-mentioned unincorporated villages and towns, and the inhabitants thereof, as well as said other consumers in Lewis county and elsewhere, with said pipe line for the purpose of transporting such natural gas; and it is also necessary that petitioner transport such natural gas through said pipe line and supply the same for said purposes to said incorporated cities and towns, and the inhabitants thereof, and said other consumers in said Lewis county and elsewhere.

Petitioner avers that it has valid subsisting contracts with inhabitants in said Lewis and other counties, which contracts require petitioner to supply said last-named inhabitants with natural gas, and that in order to enable petitioner to perform the obligations of said contracts and to furnish gas to said inhabitants and other prospective consumers, it is necessary that petitioner lay and construct its pipe line along the route and over, in and through the piece, parcel or strip of land hereinafter particularly described.

That petitioner has surveyed a route for laying and constructing said pipe line from its gas wells through a portion of said county of Lewis as well as portions of others of said counties in the State of West Virginia, and proposes to, and it is necessary for it to lay and

construct a six-inch line of wrought iron or steel pipe for transporting natural gas for public use along the route so surveyed and marked out for that purpose; and petitioner has procured rights of way or easements for the laying, constructing and maintenance of such pipe line over and through several of the tracts of land through which the same passes on the line or route so surveyed; and that petitioner has begun, and is now engaged in, the actual laying and construction of the said pipe line on the route so selected and surveyed for
562 that purpose through a portion of said Lewis county and portions of other said counties in the State of West Virginia; that among the lands over and through which the said route for said pipe line has been selected, and over and through which it was and is necessary that said pipe line be laid, constructed and maintained are three tracts of land containing in the aggregate about 44 acres, and situated in said Lewis County, said State of West Virginia, adjoining lands of R. H. Hall and Sim Hall.

Which said tract of land is owned in fee simple as follows: Franklin McKinley is the owner in fee simple of a 19-acre tract, part of said 44 acres, known as Lot No. 1, except that Alrose Lucile McKinley, an infant, and Lessie Rill McKinley, an infant, own in fee simple all of the oil and gas within and underlying said Lot No. 1, and all the coal and other minerals under said 19 acres below the level of the bed of the creek which runs through said land, and all the oil and gas rentals and royalties, together with necessary rights to produce, mine and carry away said oil and gas, coal and other minerals, subject to the dower right in said oil, gas, coal and other minerals which is vested in Flora A. Smith as the widow of George McKinley, deceased. Franklin McKinley is the owner in fee simple of an 8-acre tract, part of said 44 acres, known as Lot No. 4, except that Alrose Starcher is the owner in fee simple of all of the coal below the level of the stream in said Lot No. 4, with mining rights, and also one-sixteenth of all the oil within and underling said lot and the one-half of all the royalties and delay rentals to be paid for all of the gas produced from said Lot No. 4, and that A. S. Starcher is the husband of said Alrose Starcher. Franklin McKinley is the owner in fee simple of a 17-acre tract, the remaining part of said 44 acres, known as Lot No. 3, except that Aldo McKinley is the owner in fee simple of all the oil and gas within and underlying said Lot
563 No. 3, and all the coal lying below the level of the bed of the run at the public road, with mining rights and privileges.

That said Lots Nos. 1, 4 and 3, containing 19, 8 and 17 acres, respectively, or a total of 44 acres, is owned in fee simple as aforesaid, with the exception of certain leases and leasehold rights and estates for oil and gas purposes which are owned as follows: Petitioner, Reserve Gas Company, is the owner of a certain leasehold estate in the oil and gas in said Lot No. 1, containing 19 acres, and has one producing gas well thereon, and is in the possession thereof, operating the same for gas. West Virginia Central Gas Company, a corporation, is the owner of certain leasehold estates in the gas, and Eastern Oil Company is the owner of certain leasehold estates in the oil, in said Lots Nos. 4 and 3, containing 8 acres and 17 acres, re-

spectively, and said West Virginia Central Gas Company has a producing gas well upon each of said two lots, and is in the possession thereof, operating the same for gas; and with the further exception that West Virginia Central Gas Company, a corporation, owns a right of way or easement over, through and across said Lot No. 1 to maintain, operate and remove a pipe line for the transportation of natural gas.

That it is necessary for petitioner to, and it proposes to construct, lay, maintain and operate its said pipe line in said county of Lewis over and through the said last named three tracts of land of said Franklin McKinley and the oil, gas, coal and other minerals of said Alrose Lucile McKinley, an infant, Lessie Rill McKinley, an infant, Alrose Starcher, Aldo McKinley, and the dower right of Flora A. Smith in said Lot No. 1, and over the leasehold rights of said petitioner, and said West Virginia Central Gas Company and
564 Eastern Oil Company, and over the easement or right of way of said West Virginia Central Gas Company, as to Lot No. 1, and that it desires to proceed with the laying and construction of said pipe line over and through the said lands.

That petitioner desires and proposes to take for the purpose of constructing, laying and maintaining its said pipe line, a right of way or easement to lay, construct, operate and maintain over and in the certain piece, parcel or strip of said land hereinafter described, along the center line hereinafter set out of the survey over said land, such six inch line of wrought iron or steel pipe for transporting natural gas for public use; which said piece, parcel or strip of said land is bounded and described as follows, to-wit: A strip of land situated in Freemans Creek District, Lewis County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in the line between the lands of Franklin McKinley and R. H. Hall, said point standing N. 10° E. 709 feet from a fence post corner of R. H. Hall and George McKinley heirs, thence extending across the lands of Franklin McKinley South 74° 30′ east 230 feet to a stake; thence South 66° 30′ east 871 feet to a point on the boundary line between the lands of said Franklin McKinley and Sim Hall, which point stands on said boundary line S. 8° E. 172 feet from a fence post, a common corner between lands of Franklin McKinley and Sim Hall.

Your petitioner files herewith as part hereof a plat of said piece, parcel or strip of said land through which it proposes to take said right of way or easement, which plat is marked "Plat" for identification.

That the said right of way or easement for such line of pipe over and in said piece, parcel, or strip of said land is proposed to be taken by your petitioner, and is intended by your petitioner
565 to be appropriated for the purpose of constructing, laying, maintaining and operating such pipe line for transporting natural gas for public use, under and by virtue of its new or amended and modified charter or certificate of incorporation, under the laws of said State. That petitioner will appropriate and use said right

of way or easement for such line of pipe over and in said piece, parcel or strip of land for public use and for the purpose of constructing, laying, maintaining and operating such pipe line for transporting natural gas for public use, and intends to, and will, use said line of pipe for transporting natural gas for public use.

That petitioner proposes to and will bury the said line of pipe (where the same is laid and constructed through said strip, piece or parcel of said land) at a depth of at least twelve inches under the surface, and all excavations will be well filled by petitioner and so kept by it. And that the said owner of said land, and others interested, after said line of pipe has been laid and buried, are to, and will, have the full use and enjoyment of the surface of said land for agricultural and other purposes in like manner as before the entry of your petitioner on the same, and are to, will and shall have the full use and enjoyment of said land in all other respects after said line of pipe is laid, the same as before, except as to the space under the surface occupied by said line of pipe, and except as to such temporary use as shall be necessary in maintaining said line of pipe and in taking up and removing the said line of pipe after the abandonment of said line and easement.

That an easement or right of way in, over and through said strip of said land is essential and necessary for the use of petitioner in the construction and maintenance of its pipe line, and it
566 cannot construct and maintain such line without said easement or right of way.

That the use and purpose to which petitioner intends and proposes to, and will, put and appropriate said easement or right of way is a public use and purpose.

That the said Franklin McKinley is the sole owner of said land, and Alrose Lucile McKinley, an infant, and Lessie Rill McKinley, an infant, and Flora A. Smith, are the sole owners of said oil, gas, coal and minerals in said Lot No. 1, and that Alrose Starcher is the sole owner of said oil, gas, coal and minerals in said Lot No. 4, as hereinbefore shown, and that Aldo McKinley is the sole owner of the oil, gas, coal and minerals in said Lot No. 3, as hereinabove shown, so far as known to petitioner, and that (as above shown) the nature of the interests of said owners is fee simple title, except that Flora A. Smith has a dower right only in the oil, gas, coal and minerals in Lot No. 1, as above shown, and except that West Virginia Central Gas Company has an easement only in Lot No. 1, as above shown. And your petitioner further avers and shows that petitioner owns and holds a lease for oil and gas purposes upon said Lot No. 1, containing 19 acres, and that West Virginia Central Gas Company, as to the gas, and Eastern Oil Company, as to the oil, own and hold leases for oil and gas purposes upon said lots No.'s 4 and 3, containing 8 acres and 17 acres, respectively, which leases are, as petitioner is advised, in full force and effect. That the same are made upon the usual terms of oil and gas leases in that neighborhood, and grant to said lessees, respectively, the rights and privileges for operating, developing and producing the oil and gas in said lands. If insisted upon, your petitioner will file as parts of this

petition certified copies of said oil and gas leases, and the record evidence of the title to said lessees.

567 That petitioner does not find upon the records of said Lewis County any lien, except the following recorded lien, upon and against said 44 acres of land and upon and against the interests of all of the owners thereof, or of interests and rights therein as hereinbefore shown, that is to say: A vendor's lien to secure the title to another tract of land, reserved in a conveyance of 200 acres, which included said 44 acres, in a deed dated July 20, 1846, executed by James Woofter and wife to Evan Carmack, of record in Lewis County Clerk's office in Deed Book "S," page 11; but petitioner avers that said lien has been fully discharged and satisfied, and that the persons in whose favor said lien was retained have long since died, and that the rights and liabilities of all persons under said lien have long since terminated, and that in fact the same constitutes no present lien upon the said 44 acres of land, or of any interest therein. That petitioner does not find upon the records of said Lewis County any other claims to said land, or to any interest therein, or to any part thereof, than those hereinabove set out. That it does not find any conflicting claims thereto, or to any interest therein, or any part thereof.

That J. H. Smith is the guardian of said Alrose Lucile McKinley, an infant, and of Lessie Rill McKinley, an infant, and A. S. Starcher is the husband of Alrose Starcher.

That what is hereinbefore said in respect to the nature of the respective interests of the owners of said land, is all the information possessed by petitioner, or ascertainable by it touching the same; and the same is correct so far as known to your petitioner.

Petitioner further shows and represents that it has attempted to, but is unable to, agree with the owners of said land and the persons owning the said oil, gas, coal and mining rights and privileges

568 underlying the same, and the owners of said easement or right of way across Lot No. 1, and the owners of said oil and gas leases upon said land, aggregating 44 acres, an easement or right of way through which is so proposed to be taken by petitioner for the said public use and purposes as aforesaid, as to the amount of compensation for said easement or right of way in and through said parcel or strip of said land so proposed to be taken. That said owners will not agree to a fair price for said easement or right of way in, over and through said strip or parcel of said land so proposed to be taken; and also refuse to give your petitioner a right of way or easement over, in or through said land.

That the survey, location and route of petitioner's said pipe line aforesaid, so located and surveyed through the said county of Lewis, as well as through the said tracts of about 44 acres of land aforesaid in such county, and the aforesaid strip, piece or parcel of such land, has been regularly and duly authorized, selected, located, approved and adopted by the proper officers of petitioner and by its Board of Directors.

Petitioner further represents and avers that it has caused notice to be given to said owners of its intention to file this petition and make this application, as will more fully appear from said notice itself,

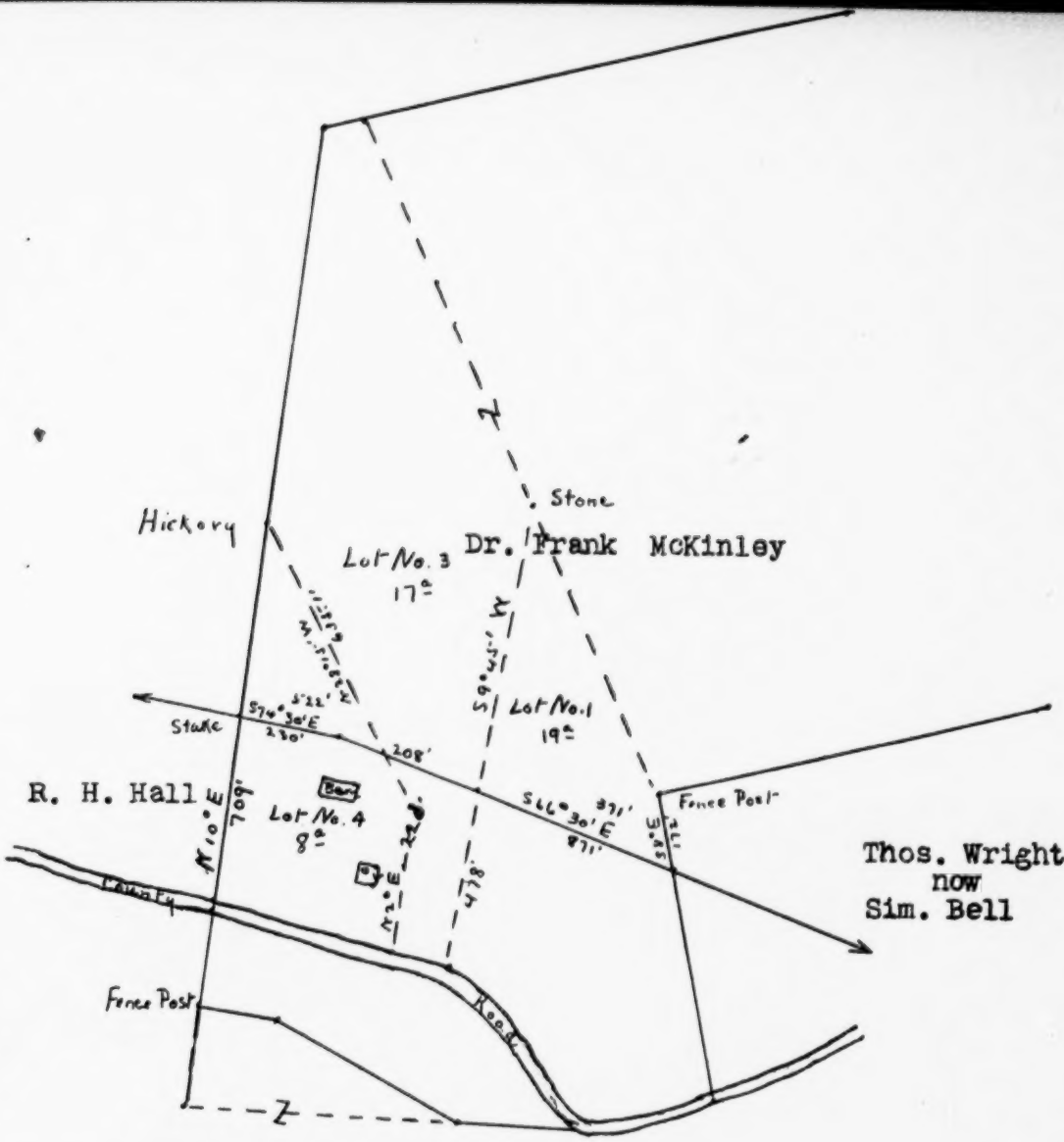


Exhibit "Plat" filed with the Petition.

Survey for proposed 6" gas line
for the Reserve Gas Co., across the
lands of Dr. Frank McKinley
Freeman's Creek Dist., Lewis Co.,
Surveyed Oct.7th, 1912, by J.P.McClintock
Scale 1" = 400' Bk.104, Pp.33-34.

and the evidence of the service of the same endorsed thereon, herewith filed marked "Notice," and here made part of this petition.

That in taking the said easement or right of way aforesaid, so proposed to be taken by petitioner, it will not be necessary to take any dwelling house, yard or garden, nor will any such be taken therein or thereby; and in taking the said easement or right of way, and appropriating and putting the same to the public use and purpose to which petitioner proposes to and will appropriate and put
569 the same and in which it will use the same, it is not, and will not be, necessary to erect or lay any oil tank or gas or oil pipe line within one hundred feet of any occupied dwelling house, nor shall any oil tank, gas or oil pipe line be erected or laid within one hundred feet of any occupied dwelling house.

That said tract of about 44 acres of land aforesaid does not lie within any municipal corporation.

That petitioner has the right to acquire and take said right of way or easement in and by this petition and application under the law.

Petitioner therefore prays that commissioners may be appointed by this Court to ascertain a just compensation to the persons entitled thereto for the said easement or right of way over, in and through the land hereinbefore described, proposed to be taken by your petitioner for the purpose and use aforesaid; that such proceedings may be had in the premises as conform to law; and that upon the payment of the compensation by your petitioner the said above described easement or right of way in, over and through said land may be vested in your petitioner. And your petitioner also asks such other and general relief as the Court may deem proper to award in the premises.

(Signed) RESERVE GAS COMPANY,
By A. B. FLEMING,
W. W. BRANNON,
E. A. BRANNON,
CHARLES POWELL,
KEMBLE WHITE,
Its Attorneys.

(Here follows diagram marked page 570.)

571 (EXHIBIT "NOTICE" FILED WITH THE FOREGOING PETITION.)

To Franklin McKinley, Alrose Lucile McKinley, an Infant; Lessie Rill McKinley, an infant; J. H. Smith, guardian of said Alrose Lucile McKinley and Lessie Rill McKinley, infants; Flora A. Smith, Alrose Starcher, and A. S. Starcher, her husband; Aldo McKinley, West Virginia Central Gas Company, a corporation; Eastern Oil Company, a corporation:

You will please take notice that on the 26th day of November, 1912, at 10 o'clock A. M., an application by petition will be made by the undersigned to the Circuit Court of Lewis County, West Virginia, at the Court House of said county, for the appointment by said Court of commissioners to ascertain a just compensation to the persons entitled thereto, for a right of way or easement to lay, construct, operate and maintain across, in and through the certain piece, parcel or strip of land hereinafter described, situated in Lewis County, West Virginia, (in which some of you are interested as owners in fee, others of you as owners and holders of easements upon portions thereof, and others of you as owners and holders of leases and leasehold rights and estates upon said land, and upon portions thereof, along the center line hereinafter set out of the survey over said land, a six inch line of wrought iron or steel pipe for transporting natural gas for public use, to be buried at a depth of at least 12 inches under the surface; and for such orders and proceedings to be then and there entered and had as may be necessary to condemn the said right of way or easement for such public use and purpose; the said piece, parcel or strip of land being bounded and described as follows, to-wit:

A strip of land situated in Freemans Creek District, Lewis County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in
572 the line between the lands of Franklin McKinley and R. H. Hall, said point standing N. 10° E. 709 feet from a fence post corner of R. H. Hall and George McKinley heirs, thence extending across the lands of Franklin McKinley South 74° 30′ east 230 feet to a stake; then South 66° 30′ east 871 feet to a point on the boundary line between the lands of said Franklin McKinley and Sim Hall, which point stands on said boundary line S. 8° E. 172 feet from a fence post, a common corner between lands of Franklin McKinley and Sim Hall.

The plat of said land marked "Plat" is filed with the application in writing in the case.

And which right of way or easement for such line of pipe across, through, in and over said piece, parcel or strip of land is proposed to be taken by the undersigned Reserve Gas Company, a corporation duly created and acting under and by virtue of the laws of the State of West Virginia, and is intended by said Company to be appropriated for the purpose of constructing, operating and maintaining such pipe line for transporting natural gas for public use, under and by virtue of its charters, under the laws of said State.

You, the said owners of said land, and of portions thereof, and of interests, rights and estates therein and thereto, and portions thereof, and persons holding easements therein, after said line of pipe has been laid and buried, to have the full use and enjoyment of the surface of said piece, parcel or strip of land for agricultural and other purposes in like manner as before the entry of the undersigned, and to have the full use and enjoyment of said land in all other respects after said line of pipe is laid, the same as before,
573 except as to the space under the surface occupied by said line of pipe, and except as to such temporary use as shall be necessary in maintaining said line of pipe, and in taking up and removing said line of pipe after the abandonment of said line of pipe and easement.

Dated this 13th day of November, 1912.

(Signed) RESERVE GAS COMPANY,
By A. B. FLEMING,
W. W. BRANNON,
E. A. BRANNON,
CHARLES POWELL,
KEMBLE WHITE,
Its Attorneys.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

J. U. Jolliff, being duly sworn, says that he executed the within notice upon the within named Franklin McKinley, Alrose Starcher and A. S. Starcher, her husband, and Aldo McKinley by delivering to each of them in person in Lewis County, West Virginia that being the County wherein the said parties reside, a true copy thereof, on the 16th day of November, 1912.

(Signed) J. U. JOLLIFF.

Subscribed and sworn to before me, a Notary Public in and for the County of Harrison, State of West Virginia, by the said J. U. Jolliff, this 21st day of November, 1912.

(Signed) P. E. HILL,
Notary Public, Harrison County, West Virginia.

My commission expires June 17, 1917.

574 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

John C. Long, being first duly sworn, on his oath says that he served the within notice upon the within named Alrose Lucille McKinley, Lessie Rill McKinley and J. H. Smith as Guardian of Alrose Lucille McKinley and Lessie Rill McKinley, infants, and Flora A. Smith on the 18th day of November, 1912, by delivering to them and to each of them in person, in the County of Wirt, West Virginia, a true copy hereof.

(Signed) JOHN C. LONG.

Taken, sworn to and subscribed before me on this the 19th day of November, 1912.

(Signed) PHILIP P. STEPTOE,
Notary Public for Harrison County, West Va.

My commission expires Feb. 23, 1914.

575 RESERVE GAS COMPANY

vs.

FRANKLIN MCKINLEY et al.

Upon Proceeding to Take an Easement in, Over, and Through Land for Public Use.

(*Order Entered November* 29, 1912.)

This day came Reserve Gas Company, a corporation, by A. B. Fleming, W. W. Brannon, E. A. Brannon, Charles Powell and Kemble White, its attorneys, and presented a notice given by it to Alrose Lucile McKinley, an infant, Lessie Rill McKinley, an infant, J. H. Conrad, Guardian of said Alrose Lucile McKinley, infant, and of Lessie Rill McKinley, infant, and to Flora A. Smith, notifying them that said Reserve Gas Company would at this time and place file its application by petition for the appointment by the court of commissioners to ascertain a just compensation to the persons entitled thereto for a right of way or easement to lay, construct, operate and maintain across, in and through that certain piece, parcel or strip of land in said notice particularly described, along the center line particularly described therein, a line of wrought iron or steel pipe of the diameter of six inches for transporting natural gas for public use, to be buried at a depth of at least twelve inches below the surface; and for such orders and proceedings to be entered and had as may be necessary to condemn the said right of way or easement for such public use or purpose.

And thereupon the petitioner and applicant moved the court that said notice be filed and made part of the record herein.

And the court having seen and inspected said notice and return of service endorsed thereon, and it appearing that the said
576 notice was duly served upon said Alrose Lucile McKinley, an infant, Lessie Rill McKinley, an infant, J. H. Smith, Guardian of said Alrose Lucile McKinley, infant, and of Lessie Rill McKinley, infant, and upon Flora A. Smith, in Wirt County, West Virginia, on the 18th day of November, 1912, and that each of said four persons has had more than ten days' notice of the filing of said petition and application in writing, for the purposes mentioned in said notice; it is therefore ordered that the said notice be and the same is hereby filed, and made part of the record of this proceeding.

On motion of said petitioner and applicant, John H. Conrad is appointed Guardian ad litem for the two infant defendants, Alrose Lucile McKinley, infant, and Lessie Rill McKinley, infant.

Thereupon came the said John H. Conrad, Guardian ad litem as aforesaid, and filed in open court his answer as such guardian ad litem for said two infant defendants, duly verified by affidavit, to the petition and application of the applicant herein, to which answer the applicant replies generally. And came also the defendant Franklin McKinley in person and by Thomas I. Cummings, his counsel.

And it further appearing to the court that this proceeding is regularly matured for hearing upon the application and petition, as to all defendants; and the court having read and inspected said petition and application and plat and exhibits therewith, finds that it describes the said lands, a right of way or easement across, through and in which, for laying, constructing, operating and maintaining a line of wrought iron or steel pipe of the diameter of 6 inches, for transporting natural gas for public use, it proposed to take, and states the name of the owners of said land and the
577 nature of the interest of said parties therein, and the purpose for which said easement or right of way is proposed to be taken, and that said applicant has been unable to, and has failed to, agree with said owners as to the compensation to be paid them therefor, and also states the other matters and things required by law to be stated in such application, the court doth therefore find and order that the use for which the land or easement sought to be appropriated by the applicant in this case is to be taken is a public use, and that said land or easement or right of way is necessary to be taken by said applicant for the use and purposes as in said application and petition alleged, and that this case is one in which the applicant has the right to condemn for the use and purposes averred in its said application the said easement therein set out, and has a lawful right to take the said easement or right of way, that is to say: An easement or right of way for the purpose of laying, constructing, maintaining, operating and removing a line of wrought iron or steel pipe of the diameter of 6 inches of the applicant for transporting natural gas for public use in, over and through a certain piece, strip or parcel of land (containing about 44 acres) belonging to said Franklin McKinley, Alrose Lucile McKinley, an infant, Lessie Rill McKinley, an infant, J. H. Smith, Guardian of said Alrose Lucile McKinley and Lessie Rill McKinley, infants, Flora A. Smith, Alrose Starcher and A. S. Starcher, her husband, Aldo McKinley, West Virginia Central Gas Company, a corporation, Eastern Oil Company, a corporation, bounded and described as follows, viz: A strip of land situated in Freemans Creek District, Lewis County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in the line between the lands of Franklin McKinley and R. H. Hall, said point standing N. 10° E. 709 feet from a fence
578 post corner of R. H. Hall and George McKinley heirs, thence extending across the lands of Franklin McKinley South 74° 30′ east 230 feet to a stake; thence South 66° 30′ east 871 feet to a point on the boundary line between the lands of said Franklin McKinley and Sim Hall, which point stands on said boundary line

S. 8° E. 172 feet from a fence post, a common corner between lands of Franklin McKinley and Sim Hall.

And the said Reserve Gas Company now asking by petition the appointment of five disinterested freeholders to serve as commissioners to ascertain what will be a just compensation to the persons entitled thereto for the easement so to be taken and appropriated by said Reserve Gas Company as aforesaid, &c.; and the court proceeding to the appointment of commissioners as so asked, doth hereby nominate thirteen disinterested freeholders in this county as follows: J. Goodloe Jackson, J. S. Turner, Perry E. Fetty, Frank L. Taylor, John B. Watson, J. E. Swisher, A. M. McQuain, W. C. Harold, Lee A. Beach, T. J. Lough, George L. Post, Luke White and J. W. Duncan, and the said applicant and the defendant Franklin McKinley now appearing by their respective counsel, and the guardian ad litem also now appearing, proceeded to ascertain, as provided by law, from said thirteen disinterested freeholders the five to act as commissioners, which lot and choice fell upon the following named five freeholders (of said thirteen) to act as such commissioners: Perry E. Fetty, Frank L. Taylor, J. E. Swisher, W. C. Harold and T. J. Lough.

Thereupon it is further ordered by the court that said five freeholders so selected as such commissioners shall act as such, and that after being duly sworn for the purpose, they do proceed with all convenient speed and after viewing said premises and hearing
579 any proper evidence offered, ascertain according to law what will be a just compensation to the parties entitled thereto for the right of way or easement to lay, construct, operate and maintain said line of wrought iron or steel pipe for transporting natural gas for public use on, over and through the said strip or parcel of land so proposed to be taken by the applicant in this case, as well as damages to the residue of said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed, or from the purpose to which the part to be taken by the applicant is to be appropriated, and make report of their proceedings to this court according to law.

580 RESERVE GAS COMPANY

VS.

FRANKLIN MCKINLEY et al.

Upon Proceeding to Take an Easement in, Over, and Through Land for Public Use.

(*Order Entered December* 23, 1912.)

This day came the applicant, Reserve Gas Company, by A. B. Fleming, W. W. Brannon, E. A. Brannon, Charles Powell and Kemble White, its attorneys, and came also the defendant Franklin McKinley by Thomas I. Cummings, Esq., his attorney, and came also John H. Conrad, Guardian ad litem for the infant defendants

Alrose Lucile McKinley and Lessie Rill McKinley, and on motion of the applicant the oath taken by the commissioners appointed in this case, duly certified, as required by law, is now filed in the papers of this case. And upon like motion of said applicant, the report of the four of said commissioners who acted (the other commissioner not having acted), which was filed in the clerk's office December 20, 1912, is now filed in the papers of this case, said report bearing date December 20, 1912; and to which report the defendant, Franklin McKinley, has made and filed exceptions and demanded that the question of compensation to be paid for the land or easement proposed to be taken by the applicant in this proceeding be ascertained by a jury of twelve freeholders to be selected and empaneled for the purpose in the manner provided by law, which said exceptions to said report, as well as said demand, are attached to the said report. And on the further motion of the applicant, it is ordered that the said report of commissioners, together with the oath so taken
581 by said commissioners and certified as aforesaid and filed by this order, and the said exceptions made and filed to said report, be recorded in full in the law order book of this court, all of which is now done; said report, oath and exceptions being in the words and figures following, to-wit:

(*Oath.*)

"RESERVE GAS COMPANY, a Corporation,

vs.

FRANKLIN MCKINLEY and Others.

Upon Proceeding to Take an Easement in, Over, and Through Land for Public Use.

STATE OF WEST VIRGINIA,
County of Lewis, To wit:

I, John H. Conrad, Clerk of the Circuit Court of Lewis County, West Virginia, do hereby certify that Frank L. Taylor, J. E. Swisher, W. C. Harold and T. J. Lough, Commissioners appointed by the Circuit Court of Lewis County, West Virginia, upon the application of the Reserve Gas Company, a corporation, to ascertain a just compensation to the said Franklin McKinley and others, owners of land proposed to be taken by said Company for public purposes, and described in the petition of said Company, led in the said Court on the 26th day of November, 1912, personally appeared before me in my said County on this day, and each of them, before entering upon the discharge of his duties as such Commissioner, made oath that he will honestly and impartially perform his duties as such Commissioner to the best of his skill and judgment.

Given under my hand this 20th day of December, 1912.
(Signed) JOHN H. CONRAD,
Clerk Circuit Court Lewis County, West Virginia.

582 (*Report.*)

RESERVE GAS COMPANY, a Corporation,

vs.

FRANKLIN MCKINLEY and Others.

Upon Proceeding to Take an Easement In, Over, and Through Land for Public Use.

Report of Commissioners.

To the Honorable Charles W. Lynch, Judge of the Circuit Court of the County of Lewis, State of West Virginia:

We, the undersigned Commissioners, appointed by the Circuit Court of Lewis County, West Virginia, by an order made on the 29th day of November, in the year 1912, on the application of the Reserve Gas Company, a corporation, respectfully report, that, having been first duly sworn, we viewed the real estate owned by Franklin McKinley and others, as fully mentioned and described in the petition and application of the Reserve Gas Company, filed in the above styled proceeding, on the 26th day of November, 1912, and are of opinion that One Hundred and Thirty-three and 40/100 ($133.40) Dollars will be a just compensation for so much of the said real estate as is proposed to be taken by the said applicant; that is to say: The right of way or easement to lay, construct, maintain, operate and remove, in and through that certain parcel or strip of land hereinafter described, situate in Lewis County, West Virginia, along the center line hereinafter set out, on the survey over said land, a line of wrought iron or steel pipe, six inches in diameter, of the applicant for transporting natural gas for public use, the said parcel of land being bounded and described as follows, to wit:

A strip of land situated in Freeman's Creek District, Lewis County, West Virginia, twenty-feet in width, being in line ten feet on each side of a center line, which said center line begins at a point
583 in the line between the lands of Franklin McKinley and R. H. Hall, said point standing N. 10 E. 709 feet from a fence post, corner of R. H. Hall and George McKinley heirs; thence extending across the lands of Franklin McKinley, South 74 30′ E. 230 feet to a stake; thence South 66 30′ East 871 feet to a point on the boundary line between the lands of said Franklin McKinley and Sim Hall, which point stands on said boundary line S. 8 E. 172 feet from a fence post and common corner between lands of Franklin McKinley and Sim Hall; which said piece, parcel or strip of land is fully described in the petition filed by the Reserve Gas Company in the Circuit Court of Lewis County, West Virginia, as aforesaid, and on the plat filed therewith, which plat is marked, "Plat," for identification, as well as for damages to the residue of the said real estate beyond the peculiar benefits which will be derived

in respect to such residue from the work to be constructed or from the purpose to which the part to be taken by the said applicant is to be appropriated.

Given under our hands, this 20th day of December, 1912.

(Signed) F. L. TAYLOR,
J. E. SWISHER,
W. C. HAROLD,
T. J. LOUGH,
Commissioners.

Costs and Expenses:

Frank L. Taylor, 2 days, 14 miles	$5.40
J. E. Swisher, 2 days, 15 miles	$5.50
W. C. Harold, 2 days, 37 miles	$7.70
T. J. Lough, 2 days, 13 miles	$5.30
	$23.90

584 (*Exception.*)

The defendant, Franklin McKinley, excepts to the within report of Commissioners upon the ground the amount ascertained by them and therein reported as compensation and damages to exceptor and defendant is entirely too small and insufficient.

And the said Franklin McKinley demands that the question of the said compensation be ascertained by a jury of twelve freeholders to be selected and empaneled in the manner provided by law.

(Signed) FRANKLIN McKINLEY,
By THOMAS I. CUMMINGS,
W. J. SMITH,
His Attorneys."

And thereupon the said applicant, Reserve Gas Company, paid into court to the Clerk thereof, the said sum of $133.40, that being the sum ascertained by said commissioners as compensation and damages to the persons entitled thereto (being the defendants, or such of them as may be entitled to the same) for the land proposed to be taken in and by the petition and application of said Reserve Gas Company, &c.

And the said applicant, Reserve Gas Company, having so as aforesaid paid into court the said compensation and damages so ascertained by said commissioners, it is further considered and ordered that the said Reserve Gas Company, notwithstanding the pendency of further proceedings, enter upon, take and use for the purposes specified in its said application and petition that part of the land in respect to which such payment is made, and generally that the said applicant shall have all such rights, privileges and franchises as in the said application and petition are asked and as are conferred upon it by Section 20 of Chapter 42 of the Code of West Virginia as amended.

And the said Franklin McKinley having filed exceptions to said report of said commissioners, and demanded that the question
585 of compensation to be paid by the applicant be ascertained by a jury, it is further ordered that the question of the compenstion to be paid by said Reserve Gas Company for said land proposed to be taken by it in and by this proceeding and its application herein, be ascertained by a jury of twelve freeholders, who shall be selected and empaneled for the purpose in the manner provided by law.

It is further ordered that the Clerk of this court do take charge of and hold the said sum of $133.40 subject to the further order of the court.

586 STATE OF WEST VIRGINIA,
County of Lewis, To wit:

I, Geo. Woofter, Clerk of the Circuit Court of Lewis County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on November 26, 1912, and of the orders made and entered on November 29, 1912, and December 23, 1912, in the condemnation proceeding of Reserve Gas Company, a corporation, versus Franklin McKinley and others, lately pending in said Circuit Court, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of the Circuit Court, Lewis County, West Virginia.]

GEO. WOOFTER,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Lewis County, State of West Virginia, do certify that George Woofter, by whom the foregoing attestation was made, was, at the date thereof, clerk of said Court duly qualified, and that said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 31st day of January, 1921.

HAYMOND MAXWELL. [SEAL.]

587 STATE OF WEST VIRGINIA,
County of Lewis, To wit:

I, Geo. Woofter, Clerk of the Circuit Court of Lewis County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given, and whose name is thereto subscribed in his own proper handwriting, was, at the date

thereof, Judge of the said Circuit Court of Lewis County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of the Circuit Court, Lewis County, West Virginia.]

GEO. WOOFTER,
Clerk.

588 [Endorsed:] Fee $1.00 paid by Steploe & Johnson.

589 HOPE v. RHODES COND. W. VA. EX. 46.

EX. W. VA. NO. 46. O. L. H.

HOPE NATURAL GAS COMPANY

v.

ARTHUR W. RHODES, et al.

Condemnation.

Petition for Condemnation of Right of Way for Pipe Line for Transportation of Natural Gas.

Filed in the Circuit Court of Harrison County December 29, 1909.

To the Honorable Charles W. Lynch, Judge of the Circuit Court of Harrison County, West Virginia:

Your petitioner, Hope Natural Gas Company, a corporation created, organized and existing under and pursuant to the laws of the State of West Virginia, respectfully represents unto your Honor that it is such corporation created, organized and existing under the laws of said State; that it obtained its original certificate of incorporation or charter from the Secretary of State of said State on the 17th day of September, 1898, by which the corporators are declared to be from the said date until the 1st day of August, 1948, a corporation
590 by the name of Hope Natural Gas Company.

That for the purpose of enlarging and modifying its powers rights and privileges, and with a view of investing itself with additional powers, rights and privileges, a resolution was adopted by the stockholders of your petitioner in stockholders' meeting assembled on the 21st day of January, 1904, providing that the objects and purposes for which said corporation was incorporated be enlarged and modified in accordance with and by virtue of the authority of Section 10 of Chapter 54 of the Code of West Virginia, so that said objects and purposes should be those set forth in a new agreement

(which was then adopted), and which new agreement is by said resolution adopted in lieu and instead of the one under which said corporation was theretofore organized.

That the said new agreement so adopted by said resolution in lieu and instead of the one under which petitioner corporation was organized, was duly executed and acknowledged by the stockholders signing the same, and the said resolution and new agreement duly acknowledged, and accompanied by the proper certificates and affidavits, were delivered to and filed with the Secretary of State of said State of West Virginia in his office on the 1st day of February, 1904; and thereupon the said Secretary of State, on the said resolution and new agreement, and certificates and affidavits accompanying the same, issued to the stockholders named in said new agreement, and all the other stockholders of said corporation, and their successors and assigns, an amended or modified charter or certificate of incorporation of this petitioner, thereby declaring the stockholders named in said new agreement and all the other stockholders of said corporation and their successors and assigns to be, from the date thereof (February 1st, 1904), until the 1st day of August, 1948, a corporation by the name and for the purposes and objects set forth in the said new agreement; and further thereby declaring that the said corporation shall henceforth be subject to such new agreement as set forth in said certificate in lieu of its original certificate of incorporation.

591 Your petitioner if required will file as part of this petition duly certified copies of the said original charter or certificate of incorporation and the said new or amended and modified charter or certificate of incorporation, marked and designated "Exhibit No. 1;" and prays that the same if, and when, filed may be taken, read and considered as part hereof, and your petitioner invites the attention of the Court especially to the said resolution and new agreement and the said new or amended and modified charter or certificate of incorporation.

That as shown by said resolution and new agreement and the said new or amended and modified charter or certificate of incorporation, petitioner is thereby continued as such corporation by the name of Hope Natural Gas Company; and that petitioner is incorporated for the objects and purposes following:

For drilling, boring, mining and operating for the production of natural gas; the producing, dealing in, buying and selling, acquiring, storing, transporting by pipes and otherwise natural gas for its own use and for the selling and supplying of natural gas for industrial, commercial, domestic and other public and private uses for heat, light, fuel and power to persons, firms, partnerships, corporations and other consumers and purchasers for use in cities, towns, villages, districts and other municipalities and places in the State of West Virginia, as well as elsewhere, where the said natural gas may be discovered, purchased, stored or transported by the said Hope Natural Gas Company; for the erecting, laying, maintaining, operating, repairing and removing derricks, pipes, lines of pipes, connections and regulators, pump stations, buildings, shops, structures, tanks, pumps,

compressors, gasometers, valves, gates, telegraph and telephone poles and lines, and all other structures and appliances, including street mains, pipes and conduits necessary, incident and convenient to the production, storage, piping and transporting and conveyance
592 of natural gas and petroleum oil; for the production, saving, storing, dealing in and selling petroleum oil and such other volatile substances as may be found in the drilling and mining for the production of natural gas. Also for the purchasing, leasing, acquiring, holding, owning, granting and conveying all such lands and leaseholds for oil and gas purposes and such other real and personal property, including right-of-way, as may be necessary and convenient for the purpose of producing, transporting, selling and supplying natural gas and petroleum oil, and for the full and complete exercise and enjoyment of each and all of the powers and purposes hereinbefore as well as hereinafter set forth, and with the right and power, from time to time, to sell, lease, surrender and dispose of any or all of such real and personal property. Also to have, exercise and enjoy the right of eminent domain, and in the exercise of such right to take, condemn, use and enjoy such lands, rights-of-way, easements and property as shall be necessary to enable it to lay and construct its mains, pipes and conduits, pump stations, telegraph and telephone lines and other structures and appliances necessary and required for the transportation of natural gas; and also to have the right and power to subscribe for and purchase and acquire the stocks, bonds and securities of other companies, and to have the right and power to do all other acts, and to have and possess all other powers and privileges necessary for the carrying out of the objects and purposes of this corporation, as above set forth.

Petitioner further shows and represents that since the granting to it of the said new or amended and modified certificate of incorporation, it has been operating under the same and exercising the powers, rights and privileges thereby conferred upon it and with which it is thereby invested.

That since the granting of said new or amended and modified charter or certificate of incorporation, as well as for several
593 years before, petitioner has been, and is, engaged in the business of selling and supplying natural gas for industrial, commercial, domestic and other public and private uses for heat, light, fuel and power to persons, firms, partnerships, corporations and other consumers and purchasers for use in incorporated cities, towns, villages, districts and other municipalities and places in the State of West Virginia, and has been and is supplying natural gas to the public for fuel, illuminating and other purposes, and has been, and is still, at great expense and cost to it, erecting, laying, maintaining and operating pipes and lines of pipe, etc., for transporting natural gas with which to supply the public and said other purchasers and consumers with natural gas for fuel, illuminating, heat, power and other purposes; and that it has been and is transporting natural gas to be supplied to the public and said other purchasers and consumers for fuel, heat, illuminating, power and other purposes by and through its said pipes and pipe lines.

That petitioner in the exercise of its rights, powers and privileges, and in the conduct of its business, has been and is supplying natural gas for public use for the purpose of heating and illumination to the following named incorporated cities and towns in the State of West Virginia, and to the inhabitants thereof, that is to say: The City of Mannington, in Marion county, West Virginia; the incorporated towns of Smithfield, Pine Grove, Wileyville, Hundred and Littleton, in the county of Wetzel, in the State of West Virginia; the incorporated town of Fairview, in Marion County, West Virginia, and the incorporated town of West Milford, in Harrison county, West Virginia. That petitioner supplies the greater number of said incorporated cities and towns with natural gas for street lights and other heating and illuminating purposes and public uses.

594 That in addition to the above enumerated incorporated cities and towns, petitioner supplies natural gas for heating, illuminating, power, fuel and other purposes to the citizens of a large number of unincorporated towns and villages in the State of West Virginia, and to persons residing in and inhabitating such unincorporated towns and villages; that among the latter are the villages and towns of Wallace, in Harrison county; Folsom, in Wetzel county; Metz and Glover's Gap, in Marion county; Wadestown, in Monongalia county.

That in addition to the incorporated cities and towns, and the inhabitants thereof, and the unincorporated towns and the inhabitants thereof, aforesaid, to which petitioner supplies natural gas for the purposes aforesaid, it also supplies natural gas for such purposes to various school houses and school sub-districts in the counties of Harrison, Wetzel, Monongalia and Marion, in the State of West Virginia; and to a large number of contractors and persons, firms and corporations drilling oil, gas and other wells in said counties (or a part of them), and to a large number of other persons, firms and corporations for use in pumping wells, operating water stations, oil pumping stations, manufacturing plants, etc.

That natural gas so supplied by petitioner to incorporated cities and towns and the inhabitants thereof for heating and illuminating purposes, as well as to school sub-districts and houses, individuals, water stations, oil pumping stations and other consumers is so supplied under contracts; and that where the same is supplied for heating and illuminating purposes to incorporated cities and towns, it is so done under contract with such cities and towns, and where the same is supplied to school houses, it is so supplied under contract with the proper school officers. That petitioner has existing valid contracts extending into the future, for supplying natural gas to said towns, inhabitants and consumers.

595 That petitioner in supplying natural gas to the said incorporated cities and towns, and their inhabitants, for the purpose of heating, illumination, etc., has been and is occupying the streets and alleys of such incorporated cities and towns for the purpose by means of the location therein of its pipes, connections, boxes, valves and other fixtures, under (in most instances) an ordinance of the said city or town. That in the City of Mannington and the

towns of Littleton, Fairview, Wileyville and West Milford aforesaid, in particular, petitioner has ordinances authorizing it to locate, lay and maintain in the streets and alleys thereof pipes, connections, boxes, valves and other fixtures for the purpose of supplying natural gas to the city and town and their inhabitants.

That in the said incorporated towns of Hundred and Fairview, petitioner has the due and legal authority of each of said towns to supply natural gas thereto, and to the inhabitants thereof, by means of occupying the streets and alleys with its pipes, connections, etc., for the purpose; and it repeats that it supplies the said towns and other towns under contract with natural gas for heating and illuminating purposes.

That the above named towns of Smithfield and Pine Grove have each been incorporated since the pipes, connections, boxes, valves and other fixtures of petitioner were laid in the streets and roads which now comprise the streets and alleys of said towns; and that petitioner both before and since the incorporation of such towns, has been and is occupying and using the said streets and alleys with its said pipes, connections, etc. That petitioner is advised that having the right to so occupy said streets and roads before the incorporation of said towns, that it still has the right and authority so to do, notwithstanding the incorporation thereof, and without obtaining specific ordinances from the said municipalities authorizing it to continue to so occupy and use said streets and alleys. However, it avers that it has the consent and approval of the municipal authorities in
596 so doing.

That petitioner, as is its bounden duty, furnishes, and is ready and willing to furnish, at uniform and reasonable rates, natural gas for heating, illuminating, fuel, power and other purposes to every inhabitant of the several incorporated cities and towns above named who applies therefor, and complies with the regulations prescribed by the ordinances of such of said cities and towns as have fixed ordinances authorizing the same, and who complies with the regulations fixed by the council of such of said towns as have not a specific ordinance, and also furnishes and is willing to furnish all other consumers therewith, at uniform and reasonable rates.

That petitioner is the owner of the ordinances and franchises above specified granted and enacted by the council of the said City of Mannington and of the said town of Littleton, and of the franchises, rights, privileges and ordinances granted, allowed and permitted in regard to the supplying and using of natural gas by the said other incorporated towns aforesaid.

That the said franchises and ordinances of said City of Mannington and said town of Littleton, as well as the franchises, rights and privileges granted to and allowed and permitted to be used and exercised by petitioner in said other incorporated towns by the council thereof, are still in full force and effect, and have never been revoked, annulled, forfeited to or declared void by any of the said councils. That said Mannington and Littleton franchises were made and granted to Flaggy Meadow Gas Co., and have passed by deed and assignment to petitioner. If required a certified copy of said Man-

nington franchise a[illegible] copy of said Littleton franchise will be filed as parts h[illegible] marked "Exhibits Nos. 2 and 3."

597 That it be[illegible]ecessary for petitioner, in order to supply natural gas [illegible] several incorporated cities and towns, [illegible]he several other towns, individuals, [illegible]ps, etc., for heating, fuel, illuminating, power and ti[illegible]es, and to keep up the required and necessary supply of su[illegible] that it discover and produce an additional supply of natural gas; that to discover and produce the same, it became necessary for petitioner to drill, at large cost and expense, new wells for the purpose in the county of Harrison and several other counties in the state of West Virginia, and to acquire other wells in said counties; and that petitioner has drilled several new wells in said several counties and has discovered and found a large supply of natural gas in the said wells, and has acquired sundry other wells producing natural gas. That from said wells so drilled by it, as well as from said wells so acquired by it, petitioner produces natural gas with which to supply the said incorporated cities and towns and the said inhabitants thereof, aforesaid, as well as said other purchasers and consumers. And that in order to supply said incorporated cities and towns and the inhabitants thereof, as well as other consumers and prospective consumers in Harrison county, and elsewhere, with such natural gas produced from said last mentioned wells, for heating, illuminating and other purposes it is necessary that petitioner lay, construct and maintain an additional line of pipe from some of the wells in said several counties, through a portion of said Harrison county and portions of other counties in the state of West Virginia, so as to reach the above mentioned incorporated cities and towns, and the inhabitants thereof, as well as said other consumers in Harrison county and elsewhere, with said pipe line for the purpose of transporting such natural gas; and it is also necessary that petitioner transport such natural gas through said pipe line and supply the same for said purposes to said incorporated cities and towns, and the in-

598 habitants thereof and said other consumers in said Harrison county and elsewhere.

Petitioner avers that it has valid subsisting contracts with inhabitants in said Harrison and said other counties, which contracts require petitioner to supply said last named inhabitants with natural gas, and that in order to enable petitioner to perform the obligations of said contracts and to furnish gas to said inhabitants and other prospective consumers, it is necessary that petitioner lay and construct its pipe line along the route and over, in and through the piece, parcel or strip of land hereinafter particularly described.

That petitioner has surveyed a route for laying and constructing said pipe line from its gas wells through a portion of said county of Harrison as well as portions of others of said counties in the state of West Virginia, and proposes to, and it is necessary for it to, lay and construct for the greater part of the distance along said route an eighteen inch, and for the residue of said distance a twelve inch, line of wrought iron or steel pipe for transporting natural gas for

public use along the route so surveyed and marked out for that purpose; and petitioner has procured rights-of-way or easements for the laying, constructing and maintenance of such pipe line over and through several of the tracts of land through which the same passes on the line or route so surveyed; and that petitioner has begun, and is now engaged in, the actual laying and construction of the said pipe line on the route so selected and surveyed for that purpose through a portion of said Harrison county and portions of other said counties in the state of West Virginia; that among the lands over and through which the said route for said pipe line has been selected, and over and through which it was and is necessary that said pipe line be laid, constructed and maintained, are two tracts of land containing about 226 acres and about 99¼
599 acres, respectively, lying adjoining, and situated in said Harrison county, said state of West Virginia, adjoining lands of James S. Law and others, which said tracts of land are owned in fee simple by Arthur W. Rhodes, subject to the rights hereinafter set out of Albert L. Green and J. A. Hardaway, with the exception of a certain lease and leasehold rights and estates for oil and gas purposes, which is owned by South Penn Oil Company and Hope Natural Gas Company, your petitioner.

That it is necessary for petitioner to, and it proposes to construct, lay, maintain and operate its said pipe line in said county of Harrison over and through the said last named tracts of land of said Arthur W. Rhodes, and over the leasehold rights of said South Penn Oil Company and Hope Natural Gas Company, your petitioner. That the said line over and through the said 99¼ acre tract is to be of the diameter of eighteen inches and over and through said 226 acres is to be of the diameter of twelve inches. That it desires to proceed with the laying and construction of said pipe line over and through the said lands.

That petitioner desires and proposes to take for the purpose of constructing, laying and maintaining its said pipe line, a right-of-way or easement to lay, construct, operate and maintain over and in the certain piece, parcel or strip of said two tracts of land hereinafter described, along the center line hereinafter set out of the survey over said lands, such line of wrought iron or steel pipe for transporting natural gas for public use; which said piece, parcel or strip of said land is bounded and described as follows, to-wit:

A strip of land situated in Union District, Harrison County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in the center of the West Fork River, where said river forms the boundary line between the lands of Arthur W. Rhodes and James Q. Musser; thence across a tract of 226 acres owned by said Arthur W.
600 Rhodes, N 37° 57′ W 120 feet; thence N 39° 34′ W 958 feet to a point on the boundary line between said Rhodes tract of 226 acres and a tract of 99¼ acres lately owned by William E. Hacker and by him sold, (though not conveyed by deed of record), to said Arthur W. Rhodes; thence across the said tract of 99¼ acres, N 39° 34′ W 265 feet; thence N 19° 51′ W 1371 feet to the

boundary line between said tract of 99¼ acres and the land of William J. Law, at a point which is N 53° E 36 feet from a white oak corner on said boundary line; the said line of pipe to be twelve inches in diameter where it crosses said tract of 226 acres and eighteen inches in diameter where it crosses said tract of 99¼ acres.

Your petitioner files herewith as part hereof a plat in two sections of said piece, parcel or strip of said two tracts of land through which it proposes to take said right-of-way or easement, which plat is marked "Plat" for identification.

That the said right of way or easement for such line of pipe over and in said piece, parcel or strip of said two tracts of land is proposed to be taken by your petitioner, and is intended by your petitioner to be appropriated for the purpose of constructing, laying, maintaining and operating such pipe line for transporting natural gas for public use, under and by virtue of its new or amended and modified charter or certificate of incorporation, under the laws of said state. That petitioner will appropriate and use said right-of-way or easement for such line of pipe over and in said piece, parcel or strip of land for public use and for the purpose of constructing, laying, maintaining and operating such pipe line for transporting natural gas for public use, and intends to, and will, use said line of pipe for transporting natural gas for public use.

601 That petitioner proposes to and will bury the said line of pipe (where the same is laid and constructed through said strip, piece or parcel of said land) at a depth of at least twelve inches under the surface, and all excavations will be well filled by petitioner and so kept by it. And that the said owner of said land, and others interested, after said line of pipe has been laid and buried, are to, and will, have the full use and enjoyment of the surface of said land for agricultural and other purposes in like manner as before the entry of your petitioner on the same, and are to, will and shall have the full use and enjoyment of said land in all other respects after said line of pipe is laid, the same as before, except as to the space under the surface occupied by said line of pipe, and except as to such temporary use as shall be necessary in maintaining said line of pipe and in taking up and removing the said line of pipe after the abandonment of said line and easement.

That an easement or right-of-way in, over and through said strip of said land is essential and necessary for the use of petitioner in the construction and maintenance of its pipe line, and it cannot construct and maintain such line without said easement or right-of-way.

That the use and purpose to which petitioner intends and proposes to, and will, put and appropriate said easement or right-of-way is a public use and purpose.

That the said above named Arthur W. Rhodes is the owner of said two tracts of land, subject to the rights of said Albert L. Green and J. A. Hardaway hereinafter set out.

That when the notice hereinafter set out was given, the legal title to said 99¼ acre tract had not been conveyed by William E. Hacker to said Arthur W. Rhodes, but since the giving of said notice

a proper deed of conveyance for said land has been made and delivered by said Hacker to said Rhodes.

602 That (as above stated) the nature of the interests of said owner is fee simple title to said lands.

And your petitioner further avers and shows that South Penn Oil Company and Hope Natural Gas Company, your petitioner, own and hold a lease for oil and gas purposes upon each of the said tracts of land, containing 226 acres and 99¼ acres, respectively, which said leases are, as petitioner is advised, in full force and effect. That the same are made upon the usual terms of oil and gas leases in that neighborhood, and each grants to the lessee the rights and privileges for operating developing and producing the oil and gas in the land. If insisted upon, your petitioner will file as parts of this petition certified copies of said oil and gas leases.

That petitioner does find upon the records of said county the following liens and charges upon and against the said lands of Arthur W. Rhodes, that is to say:

1. Under the will of Thomas A. Horner certain provisions are made in favor of Emma A. Horner and Mary V. Horner (now Rhodes) whereby should they at the death of their mother not be married they, or either of them, that may be single, is to have the farm as a home and support for either one or both of them as long as they may remain unmarried, which said provision petitioner is advised was meant to and did and does apply to the said 226 acres of land. Petitioner has named the said Emma A. Horner and the said Mary V. Rhodes in its notice hereinafter referred to and made them parties hereto, because of said provision, and if it is or becomes necessary in this proceeding to determine whether or not the marriage of said Mary V. Horner terminates her rights under said provision of said will, then petitioner submits the said question to the determination of this Honorable Court.

603 2. There exists in favor of Nathan Goff a vendor's lien for $650.00 with interest from July 12th, 1883, reserved in a deed made by said Goff to Philip H. Hilkey for said 99¼ acres, bearing date July 12th, 1883, and recorded in the Clerk's office of the County Court of Harrison County in Deed Book No. 67, page 193.

3. There exists in favor of Phillip H. Hilkey, now deceased, and whose administrator is M. J. Francis, Sheriff of Harrison County and as such administrator of the personal estate of said Hilkey, a vendor's lien in the sum of $875.00, with interest thereon from the 14th day of December, 1885, reserved in a deed of conveyance of said 99¼ acres executed by said Phillip H. Hilkey and wife to W. S. Horner, bearing date December 14th, 1885, and recorded in the same office in Deed Book No. —, page 152.

In this connection petitioner further shows and avers that at the time it gave the notice hereinafter referred to W. S. Horner, who is named in said notice, appeared to have a vendor's lien upon the said 99¼ acres of land in the sum of $2,200.00, but petitioner avers

that the said Horner has released the same since the giving of the said notice; that the money secured by said lien has been fully paid to said Horner and he has released the same, and has no interest in the said land or this proceeding, and is not a necessary or proper party to the same. Petitioner will, if required, file as a part hereof a duly certified copy of the said release of said lien so executed by the said W. S. Horner.

Petitioner further shows and avers that William E. Hacker named in the said notice, now has no interest in either of the said two tracts of land, and is not a necessary party hereto, the said Hacker having as above stated conveyed the said 99¼ acres of land in fee simple to the said Arthur W. Rhodes
604 since the giving of said notice.

That J. A. Hardaway, named in said notice, owned the said 99¼ acres of land at one time, and that he conveyed the same to William E. Hacker by deed bearing date the 19th day of April, 1901, and of record in said Clerk's office in Deed Book No. 123, page 173, and that in and by said deed the said J. A. Hardaway reserved from the property conveyed unto himself the ½ of the royalty on the oil and ½ of the rental on each gas well,—reciting in the said deed that the said tract of land is (at the date of said deed) under lease to the South Penn Oil Company.

That while the said William E. Hacker owned the said 99¼ acres of land, to wit, on the 28th day of September, 1903, he and his wife executed to Albert L. Green (named in said notice), a paper writing which was on 4th day of November, 1904, recorded in the Clerk's office of the County Court of Harrison County in Deed Book No. 145, page 218, whereby they released to said Green for building and til-ing purposes only, a lot of land (being a part of said 99¼ acres), bounded as follows: On the east by West Fork River; on the south by lands of Arthur Rhodes; on the north and west by county road. To have and to hold from the date of said writing so long as said Green is an employe at the water station near said lot on Arthur Rhodes' land. And petitioner has made the said Albert L. Green a party to said notice and this proceeding because of his interest and rights under the said paper in and to the said lot or parcel of said 99¼ acres of land.

That James M. Riffee, named in the said notice is, as petitioner is informed and believes, and on such information and belief avers, a tenant of the surface of a portion of said 226 acres of land, in possession thereof as such tenant.

605 Petitioner further avers and shows that the said vendor's liens of said Nathan Goff and Phillip Hilkey have long since been paid off and discharged as this petitioner is informed and believes, and that the same, and each of them, should be released.

That petitioner does not find upon the records of said Harrison County any other liens or charges upon or against said tracts of land, or either of them, of the said Arthur W. Rhodes, or upon or against any interest therein, other than those hereinabove set out; and does not find upon said records any other claims to said lands, or either tract thereof, or to any interest in either tract thereof, or to

any part of either tract thereof, or any conflicting claims to either of said tracts, or to any interest in or part of either of said tracts, than those hereinbefore in this petition set forth and shown.

That said Emma A. Horner, Mary V. Rhodes, Nathan Goff, M. J. Francis, James M. Riffee, J. A. Hardaway and Albert L. Green each and all reside in said Harrison County, West Virginia.

That what is hereinbefore said in respect to the nature of the respective interests of the owners of said land, is all the information possessed by petitioner, or ascertainable by it touching the same; and the same is correct so far as known to your petitioner.

Petitioner further shows and represents that it has attempted to, but is unable to, agree with the owners of said land, and the owner of said oil and gas lease upon the said land, an easement or right-of-way through which is so proposed to be taken by petitioner for the said public use and purposes as aforesaid, as to the amount of compensation for said easement or right-of-way in and through said parcel or strip of said land so proposed to be taken. That said owners will not agree to a fair price for said easement or right-of-way in, over and through said strip or parcel of said land so
606 proposed to be taken; and also refuse to give your petitioner a right-of-way or easement over, in or through said land.

That the survey, location and route of petitioner's said pipe line aforesaid, so located and surveyed through the said county of Harrison, as well as through the said two tracts of land aforesaid in such county, and the aforesaid strip, piece or parcel of such land, has been regularly and duly authorized, selected, located, approved and adopted by the proper officers of petitioner and by its Board of Directors.

Petitioner further represents and avers that it has caused notice to be given to said owners and lienors and other claimants aforesaid of its intention to file this petition and make this application, as will more fully appear from said notice itself, and the evidence of the service of the same endorsed thereon, herewith filed marked "Notice," and here made part of this petition.

That in taking the said easement or right-of-way aforesaid, so proposed to be taken by petitioner, it will not be necessary to take any dwelling house, yard or garden, nor will any such be taken therein or thereby; and in taking the said easement or right-of-way, and appropriating and putting the same to the public use and purpose to which petitioner proposes to and will appropriate and put the same and in which it will use the same, it is not, and will not be, necessary to erect or lay any oil tank or gas or oil pipe line within one hundred feet of any occupied dwelling house, nor shall any oil tank, gas or oil pipe line be erected or laid within one hundred feet of any occupied dwelling house.

607 That said tracts of land aforesaid do not lie within any municipal corporation.

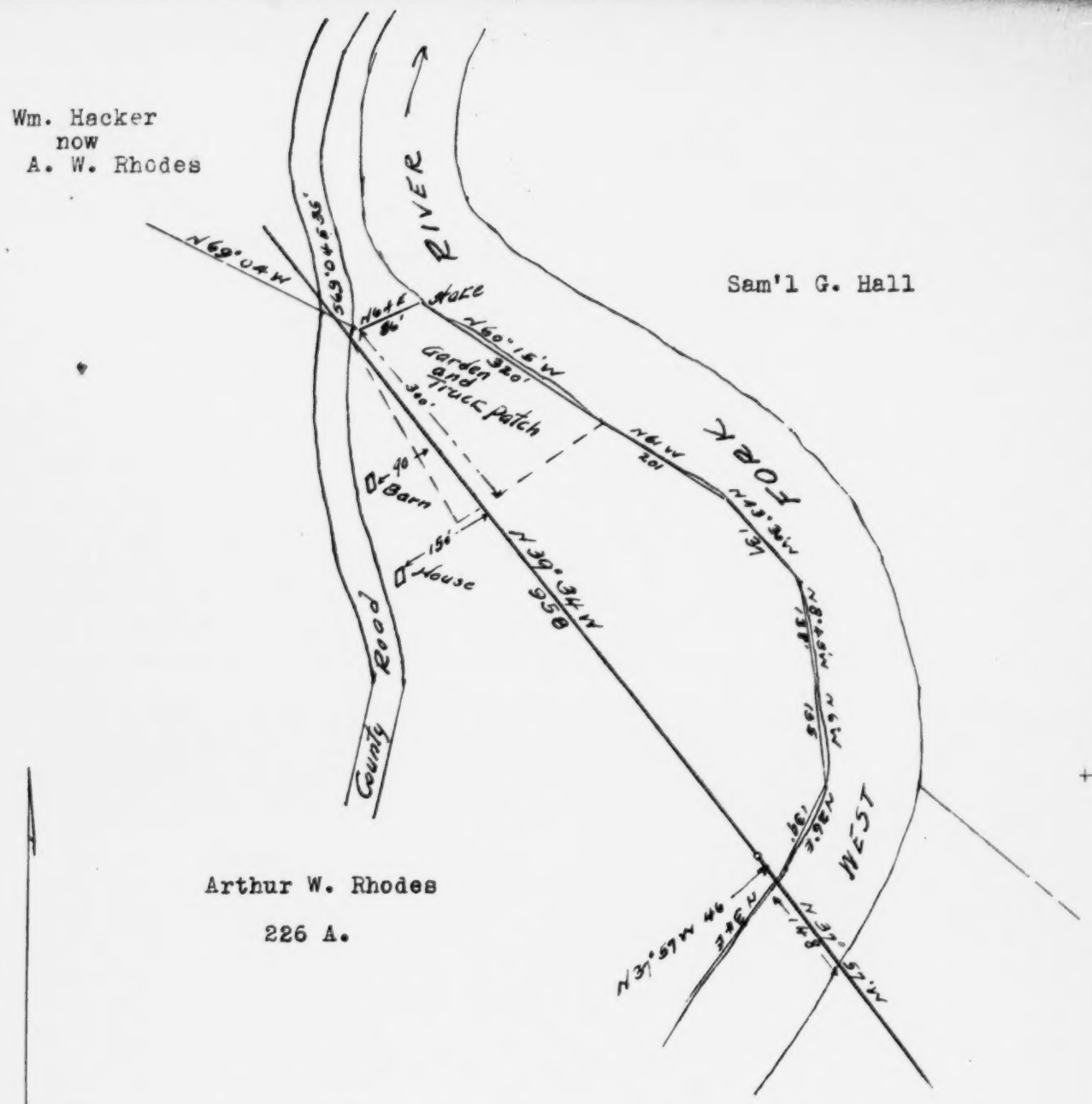
That petitioner has the right to acquire and take said right-of-way or easement in and by this petition and application under the law.

Petitioner therefore prays that commissioners may be appointed by

this Court to ascertain a just compensation to the persons entitled thereto for the said easement or right-of-way over, in and through the land hereinbefore described, proposed to be taken by your petitioner for the purpose and use aforesaid; that such proceedings may be had in the premises as conform to law; and that upon the payment of the compensation by your petitioner the said above described easement or right-of-way in, over and through said land may be vested in your petitioner. And your petitioner also asks such other and general relief as the Court may deem proper to award in the premises.

(Signed) HOPE NATURAL GAS COMPANY,
By A. B. FLEMING,
CHARLES POWELL,
KEMBLE WHITE,
Its Attorneys.

(Here follow diagrams marked pages 608 and 609.)



SURVEY OF PROPOSED 12 INCH GAS LINE FOR

HOPE NATURAL GAS CO.

across the lands of

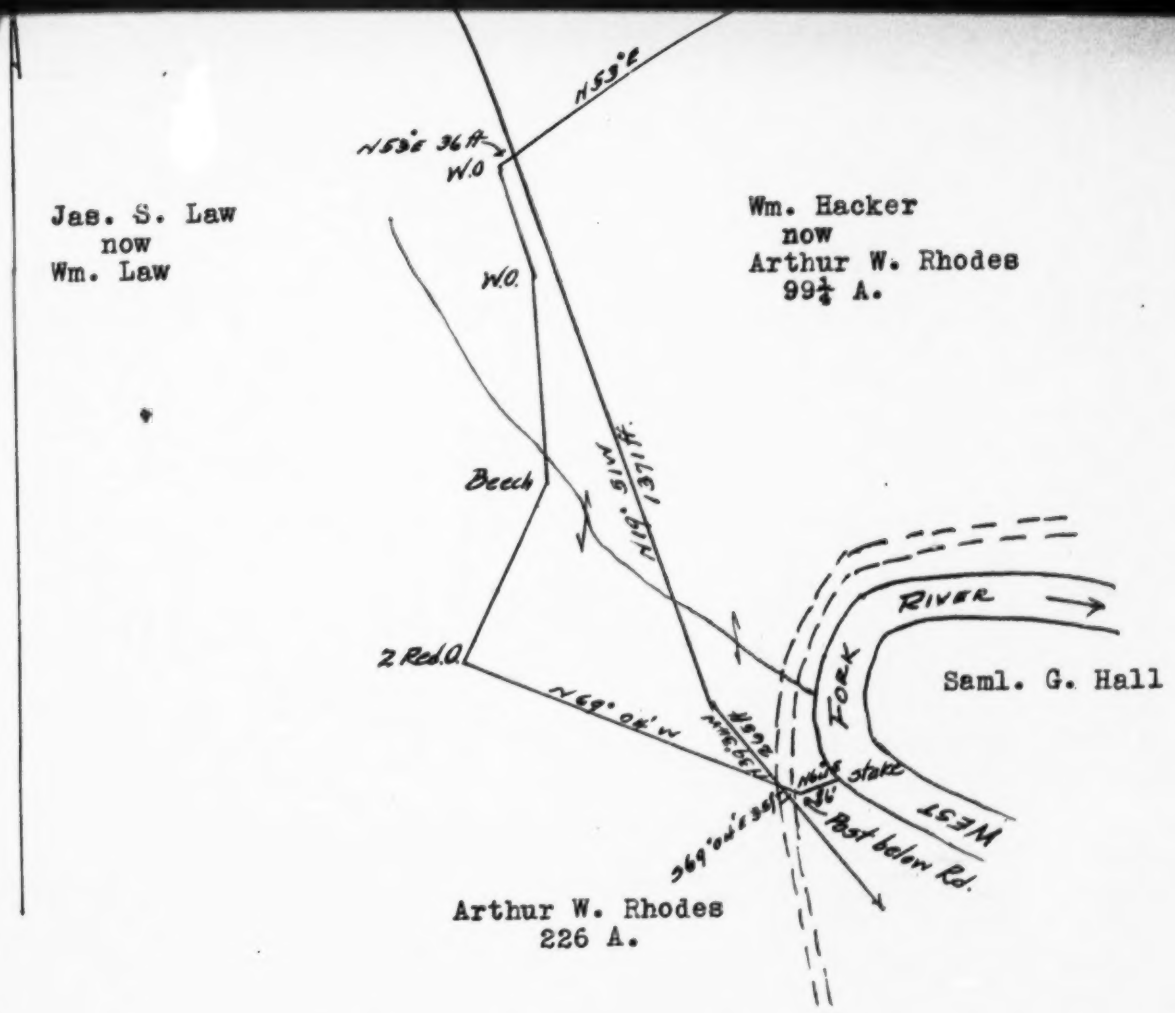
ARTHUR W. RHODES

Union Dist. Harrison Co., West Va.

Surveyed Nov. 10,1909, J. P. McClintock Engr.

Scale 1" = 200'

Exhibit "Plat" filed with the Petition



SURVEY OF PROPOSED 18 INCH GAS LINE FOR

HOPE NATURAL GAS CO.

Across the lands of

ARTHUR W. RHODES.

Union Dist. Harrison Co., W.Va.

Surveyed Nov.10,1909 J. P. McClintock Engr.

Scale 1" = 200'

Exhibit "Plat" filed with the Petition.

610 (EXHIBIT "NOTICE" FILED WITH THE FOREGOING PETITION.)

To Arthur W. Rhodes, Mary V. Rhodes, Emma A. Horner, James M. Riffee, William E. Hacker, J. A. Hardaway, Albert L. Green, Nathan Goff, W. S. Horner, M. J. Francis, sheriff and as such administrator of the personal estate of Philip Hilkey, deceased, and South Penn Oil Company, a corporation:

You will please take notice that on the twenty-ninth day of December, 1909, at 9:00 o'clock A. M. or as soon thereafter on said day as counsel may be heard, an application by petition will be made by the undersigned to the Circuit Court of Harrison County, West Virginia, at the Court House of said County, for the appointment by said court of commissioners to ascertain a just compensation to the persons entitled thereto for a right of way or easement to lay, construct, operate and maintain, across, in and through that certain parcel or strip of land hereinafter described, situate in said Harrison County, of which some of you are the owners in fee simple, and upon which others of you have liens, and two of you are tenants, and in a part of which one of you owns an interest in the oil and gas, and upon all of which you, South Penn Oil Company, own all the interest not owned by the undersigned in certain leasehold estates for oil and gas purposes, along a center line hereinafter set out of the survey over said land, a line of wrought iron or steel pipe, twelve inches in diameter for the first 1,078 feet of said line as hereinafter described and eighteen inches in diameter for the remaining length, for transporting natural gas for public use, to be buried at a depth of at least twelve inches under the surface; and for such orders and proceedings to be then and there entered and had as may be necessary
610½ to condemn the said right of way or easement for such public use and purpose; the said parcel of land being bounded and described as follows, to-wit:

A strip of land situate in Union District, Harrison County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in the center of the West Fork River, where said river forms the boundary line between the lands of Arthur W. Rhodes and James Q. Musser; thence across a tract of 226 acres owned by said Arthur W. Rhodes, N. 37° 57′ W. 120 feet; thence N. 39° 34′ W. 958 feet to a point on the boundary line between said Rhodes tract of 226 acres and a tract of 99¼ acres lately owned by William E. Hacker and by him sold, (though not conveyed by deed of record), to said Arthur W. Rhodes; thence across the said tract of 99¼ N. 39° 34′ W. 265 feet; thence N. 19° 51′ W. 1,371 feet to the boundary line between said tract of 99¼ acres and the land of William J. Law, at a point which is N. 53° E. 36 feet from a white oak corner on said boundary line; the said line of pipe to be twelve inches in diameter where it crosses said tract of 226 acres, and eighteen inches in diameter where it crosses said tract of 99¼ acres.

A plat of the survey of said land and proposed line marked "Plat" will be filed with the application in writing by petition as aforesaid.

The said right of way or easement for such line of pipe across, through, in and over said parcel or strip of land is proposed to be taken by the undersigned, Hope Natural Gas Company, a corporation, duly created and acting under and by virtue of the laws of the State of West Virginia, and is intended by said Company to be appropriated for the purpose of constructing, operating and
611 maintaining such pipe line for transporting natural gas for public use, under and by virtue of its charters under the laws of said State.

You, owners of said land, and others interested therein, after said line or pipe has been laid and buried, to have the full use and enjoyment, according to your respective interests, of the surface of said parcel or strip of land for agricultural and other purposes in like manner as before the entry of the undersigned, and to have the full use and enjoyment of said land in all other respects after said line of pipe is laid, the same as before, except as to the space under the surface occupied by said line of pipe, and except as to such temporary used as shall be necessary in maintaining said line of pi*ep*, and in taking up and removing said line of pipe after the abandonment of said easement.

Dated this 16th day of December, 1909.

HOPE NATURAL GAS COMPANY,
By A. B. FLEMING,
CHARLES POWELL,
KEMBLE WHITE,
Counsel.

612 On the 16th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named M. J. Francis, Sheriff, and as such administrator of the personal estate of Philip Hilkey, deceased, by delivering to him in person a true copy hereof; and

On the 16th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named Nathan Goff by posting and leaving posted a true copy hereof at the front door of the usual place of abode of the said Nathan Goff, he not being found nor any member of his family above the age of sixteen years being found at his usual place of abode, and the said Nathan Goff not being found; and

On the 17th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named Mary V. Rhodes by delivering to her in person a true copy hereof; and

On the 17th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named Arthur W. Rhodes by delivering a true copy hereof to Mary V. Rhodes, his wife, a member of his family above the age of sixteen years, giving to her information of the purport thereof, he the said Arthur W. Rhodes not being found at his usual place of abode;

On the 17th day of December, 1909, in Harrison County, West

Virginia, I served the within notice on the within named Emma A. Hornor by delivering a true copy hereof to Mary V. Rhodes, her sister, and a member of her family above the age of sixteen years, giving to the said Mary V. Rhodes information of the purport thereof, she the said Emma A. Hornor not being found; and

On the 17th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named James M. Riffee by delivering a true copy thereof to his wife, a
613 member of his family above the age of sixteen years, giving to her information of the purport thereof, he the said James M. Riffee not being found at his usual place of abode; and

On the 17th day of December, 1909, I served the within notice on the within named William E. Hacker in Harrison County, West Virginia, by delivering a true copy hereof to Jennie Hacker, his wife, a member of his family above the age of sixteen years, giving to her information of the purport thereof, he the said William E. Hacker not being found at his usual place of abode; and

On the 18th day of December, 1909, in Harrison County, West Virginia, I served the within notice on the within named J. A. Hardway by delivering to him in person a true copy hereof.

(Signed) J. L. McMILLAN,
D. S., for M. J. Francis, S. H. C.

The within named W. S. Hornor is not found.

J. L. McMILLAN.

Service of the within notice accepted for South Penn Oil Company, December 16, 1909.

(Signed) C. POWELL,
Atty.

On this 18th day of December, 1909, in Harrison County W. Va., I served the within notice on the within named Albert L. Green at his usual place of abode by delivering to Undine Green a true copy hereof and giving to her information of the purport thereof she being a member of his, the said Albert L. Green's family, and over the age of sixteen years, the said Albert L. Green not being found.

(Signed) J. C. ROBINSON,
Deputy Sheriff, for M. J. Francis,
Sheriff Harrison County, West Virginia.

614 HOPE NATURAL GAS COMPANY, a Corporation,

VS.

ARTHUR W. RHODES, MARY V. RHODES, EMMA A. HORNER, JAMES M. Riffee, William E. Hacker, J. A. Hardaway, Albert L. Green, Nathan Goff, M. J. Francis, Sheriff and Administrator, and South Penn Oil Company, Defendants.

Upon Proceeding to Take Right of Way or Easement In, Over, and Through Land for Public Use.

This day came Hope Natural Gas Company, a corporation, by A. B. Fleming, Chas. Powell and Kemble White, its attorneys, and presented to the court a notice given by it to the above named defendants, notifying them that on this day it would make an application by petition to this Court for the appointment of Commissioners to ascertain a just compensation to the persons entitled thereto, for a right of way or easement to lay, construct, operate and maintain in and through the certain piece, parcel or strip of land therein described a pipe line therein described for transporting natural gas for public use, and for such orders and proceedings to be had as may be necessary to condemn the said right of way or easement for such public use and purpose. And it appearing to the court that the said notice was duly served according to law upon the said persons above named and service thereof duly accepted by and on behalf of South Penn Oil Company, more than ten days prior to this date as appears from the returns of service of said notice endorsed thereon, and that they have each had more than ten days' notice of said application by petition, it is ordered that the said notice be and the same is hereby filed and docketed.

615 And the said Hope Natural Gas Company, a corporation, in pursuance of said notice, this day presented its application in writing by petition describing the said lands, a right of way or easement in, over and through which for laying, constructing, operating and maintaining said pipe line it proposes to take, with the *plant* of said lands and certain exhibits therewith, and stating in said application the names of the owners thereof, and the nature of the interests of said parties therein, and also stating the purposes for which said easement or right of way is proposed to be taken, and that said corporation has been unable to agree with the owners as to the compensation to be paid therefor. Thereupon, upon motion of the said Hope Natural Gas Company, it is ordered that said application in writing, by petition, and the said plat and exhibits therewith, be and the same are here now filed; and it is further decreed that this proceeding be and the same is here now docketed.

616 And thereupon came the defendant, Arthur W. Rhodes and Mary V. Rhodes, by John Bassel, their attorney. And the court doth find that the use for which the land or easement, or right of way sought to be appropriated by the applicant in this case

is to be taken, is a public use, and that said land, or easement, or right of way, is necessary to be taken by said petitioner or applicant, for the use and purposes as in its petition alleged, and that the applicant has the right to condemn the same for such purposes.

And the said applicant, or petitioner, in pursuance of its notice and application, insisting upon and praying the appointment of commissioners to ascertain a just compensation to the parties entitled thereto for the said right of way, or easement sought to be taken in this case, and it appearing to the court that the petition of the applicant filed herein describes fully the lands in and through which the said easement, or right of way, is proposed to be taken, and states the names of the owners thereof, the nature of the interests of the said parties therein, and the purpose for which said easement, or right of way, is proposed to be taken, and that it will be used therefor, and that said corporation has been unable to agree with the owners as to the compensation to be paid therefor, the court doth further find and order that this case is one in which the applicant has a lawful right to take the said easement or right of way on, over and through the said property described in the said petition for the purposes set out therein. And the court doth hereby nominate thirteen disinterested freeholders of this county, as followers: Perry C. Williams, Charles A. Short, Austin H. Davisson, Lloyd M. Allen, Burgett Swisher, Wesley L. Steel, David L. Hall, Morgan R. Lodge, Cyrus Thompson, Lucian J. Davisson, Samuel S. Faris, Cree B. Bartlett and S. A. Smith. And said appli-
617 cant and the defendants, appearing by their counsel, proceeded to ascertain as provided by law from said thirteen freeholders the five to act as commissioners, while lot and choice fell upon the following named five freeholders, (of said thirteen) to act as said commissioners: Perry C. Williams, Chas. A. Short, Lloyd M. Allen, Morgan R. Lodge, and S. A. Smith. Thereupon it is further ordered by the court that the said five freeholders so selected as such commissioners, shall act as such, and that after being duly sworn for the purpose, they do proceed with all convenient speed, and after viewing said premises, and hearing any proper evidence offered, ascertain according to law what will be a just compensation to the parties entitled thereto for the right of way, or easement, to lay, construct and maintain said line of wrought iron, or steel pipe for transporting natural gas for public use on, over and through the said strip, or parcel, of land so proposed to be taken by the applicant in this case; and make report of their proceedings to this court according to law.

(The foregoing order was entered by the court December 29th, 1909, and is recorded in Law Order Book No. 34, at page 336.)

618 (*Order Entered Jany.* 29. 1910, *Recorded in Law Order Book No.* 34, *Page* 414.)

HOPE NATURAL GAS COMPANY, a Corporation, Applicant,

vs.

ARTHUR W. RHODES et als.

Application and Proceeding to Condemn an Eastment for Pipe-line Purposes.

This day came the applicant, Hope Natural Gas Company, by A. B. Fleming, C. Powell and Kemble White, its attorneys, and came also the defendant Arthur W. Rhodes, by John Bassel, his attorney, and on motion of the applicant the oath taken by Charles A. Short, Morgan R. Lodge, Perry C. Williams, Lloyd M. Allen and S. A. Smith, the commissioners appointed in this case, duly certified by I. Wade Coffman, Clerk of the Circuit Court of Harrison County, as required by law, is now filed in the papers of this case.

And upon like motion of said applicant, the report of said commissioners Charles A. Short, Morgan R. Lodge, Perry C. Williams, Lloyd M. Allen and S. A. Smith is now filed in the papers of this case, said report bearing date the 26th day of January, 1910, and to which report the defendant Arthur W. Rhodes has made and filed exceptions and demanded that the question of compensation to be paid for the land or easement proposed to be taken by the applicant in this proceeding be ascertained by a jury of twelve freeholders to be selected and empaneled for the purpose in the manner provided by law,—which said exceptions to said report, as well as said demand, are attached to the said report. It is ordered that the said report of said commissioners be recorded in the Law Order Book

of this court, together with the oath so taken by said com-
619 missioners and certified as aforesaid, and the said exceptions made and filed to said report, and the said demand for a trial by jury of the question of compensation, all of which is now done; said report, oath and exceptions and demand being in the words and figures following, to-wit:

(*Oath.*)

"In the Circuit Court of Harrison County, West Virginia.

HOPE NATURAL GAS COMPANY

vs.

ARTHUR W. RHODES et als.

Condemnation Proceedings.

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County; do certify that Charles A. Short, Perry C. Williams, L. M. Allen,

Morgan R. Lodge and S. A. Smith, Commissioners appointed by the Circuit Court of Harrison County upon the application of Hope Natural Gas Company to ascertain a just compensation to the persons entitled thereto for a right-of-way or easement in, over and through certain lands of the defendants in the above styled proceeding, described in the petition of the said Hope Natural Gas Company filed in said court on the 29th day of December, 1909, personally appeared before me in my said County and each of them before entering upon the discharge of his duties as such, made oath that he will honestly and impartially perform his duties as such Commissioner to the best of his skill and judgment.

Given under my hand this 25th day of January, 1910.

(Signed) I. WADE COFFMAN,

Clerk of the Circuit Court of Harrison County."

620 (*Report.*)

"To the Circuit Court of Harrison County:

We, the Commissioners appointed by the Circuit Court of Harrison County by an order made on the 29th day of December, 1909, on the application of Hope Natural Gas Company, respectfully report:

That having been first duly sworn, we viewed the real estate owned by Arthur W. Rhodes, J. A. Hardway (as to part of oil and gas royalty), Albert L. Green (as to easement), Nathan Goff and M. J. Francis, Sheriff and administrator of Phillip Hilkey, deceased, (holding liens on portions thereof), Mary V. Rhodes and Emma A. Horner (holding charges on portions thereof), South Penn Oil Company and Hope Natural Gas Company (lessees of the oil and gas), James M. Riffee (as tenant of the surface), mentioned in said application, and are of opinion that $342 will be a just compensation for so much of the said real estate as is proposed to be taken by the said applicant, that is to say: The right of way or easement to lay, construct, operate and maintain across, in and through that certain parcel or strip of land hereinafter described situate in Harrison County, West Virginia, along the center line hereinafter set out on the survey over said land the line of wrought iron or steel pipe, 12 inches in diameter where it crosses said tract of 226 acres, and 18 inches in diameter where it crosses said tract of 99¼ acres, of the applicant for transporting natural gas for public use, the said parcel of land being bounded and described as follows, to-wit: A strip of land situated in Union District, Harrison County, West Virginia, 20 feet in width, being in line 10 feet on each side of a center line, which said center line begins at a point in the center of the West Fork River, where said river forms the boundary line between the lands of Arthur W. Rhodes and James Q. Musser; thence
621 across a tract of 226 acres owned by said Arthur W. Rhodes N 37° 57′ W. 120 feet; thence N. 39° 34′ W. 958 feet to a point on the boundary line between said Rhodes tract of 226 acres and a tract of 99¼ acres lately owned by William E. Hacker and by

him sold, (though not conveyed by deed of record), to said Arthur W. Rhodes; thence across the said tract of 99¼ acres N. 39° 34′ W. 265 feet; thence N. 19° 51′ W. 1,371 feet to the boundary line between said tract of 99¼ acres and the land of William J. Law, at a point which is N. 53° E. 36 feet from a white oak corner on said boundary line; the said line of pipe to be twelve inches in diameter where it crosses said tract of 226 acres and eighteen inches in diameter where it crosses said tract of 99¼ acres.

As well as for damages to the residue of the said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed or from the purpose to which the part to be taken by said applicant is to be appropriated.

Given under our hands this 26 day of January, 1910.

(Signed) CHARLES A. SHORT,
MORGAN R. LODGE,
PERRY C. WILLIAMS,
LLOYD M. ALLEN,
S. A. SMITH,
Commissioners.

Costs and Expenses:

Charles A. Short, 1 day's	$2.00
Morgan R. Lodge, 1 day's	2.00
Perry C. Williams, 1 day's	2.00
Lloyd M. Allen, 1 day's	2.00
S. A. Smith, 1 day's	2.00"

622 (*Exception and Demand.*)

"Arthur W. Rhodes hereby excepts to the within report of commissioners Charles A. Short, Morgan R. Lodge, Perry C. Williams, Lloyd M. Allen and S. A. Smith, upon the ground that the amount ascertained by them and therein reported as compensation and damages to the persons entitled thereto, viz: $342.00, is not sufficient and is entirely too low.

And he demands that the question of the said compensation be ascertained by a jury of freeholders to be selected and empaneled in the manner provided by law.

(Signed) ARTHUR W. RHODES,
By JOHN BASSEL,
His Attorney."

And thereupon the said applicant, Hope Natural Gas Company, paid into Court the said sum of $342.00, that being the sum ascertained by said commissioners as compensation and damages to the persons entitled thereto (being the defendants above named, or such of them as may be entitled to the same) for the land proposed to be taken in and by the petition and application of said Hope Natural Gas Company, &c.

And said applicant, Hope Natural Gas Company, having so as aforesaid paid into court the said compensation and damages so as-

certained by said commissioners, it is further considered and ordered that the said Hope Natural Gas Company may, notwithstanding the pendency of further proceedings, enter upon, take and use for the purposes specified in its said application and petition that part of the land in respect to which such payment is made, and generally that the said applicant shall have all such rights, privileges and franchises as in the said application and petition are asked and as are conferred upon it by Section 20 of Chapter 42 of the Code of West Virginia as amended.

623 And the said Arthur W. Rhodes having filed exceptions to said report of said commissioners, and demanded that the question of compensation to be paid by the applicant be ascertained by a jury, it is further ordered that the question of the compensation to be paid by said Hope Natural Gas Company for said land proposed to be taken by it in and by this proceeding and its application herein, be ascertained by a jury of twelve freeholders, who shall be selected and empaneled for the purpose in the manner provided by law.

It is further ordered that the Clerk of this court do take charge of and hold the said sum of $342.00 subject to the future order of the court.

624 HOPE NATURAL GAS COMPANY, a Corporation,

vs.

ARTHUR W. RHODES et al.

Condemnation.

This day came Hope Natural Gas Company, by A. B. Fleming, C. Powell and Kemble White, its attorneys, and also the defendants Arthur W. Rhodes and Mary V. Rhodes, by John Bassil, Esq., their attorney, and thereupon the petitioner and applicant tendered and asked leave to file herein as part of the record an agreement in writing dated the 23rd day of March, 1910, signed by said defendants Arthur W. Rhodes and Mary V. Rhodes, which is now filed, and from which it appears that the matters in difference in this proceeding have been amicably adjusted and settled between the petitioner and the said defendants and that the said defendants have received from the petitioner a just compensation for the right of way or easement sought to be appropriated in this proceeding, and that by the said agreement in writing the said defendants direct the Clerk of this Court to return to said Hope Natural Gas Company the sum of money heretofore paid into court by it in this proceeding; and it also being now admitted by the applicant and the said defendants that the matters in controversy herein have been settled and that the said Hope Natural Gas Company is entitled to the money so paid into court. It is therefore ordered, by and with the consent of the applicant and said defendants, that the Clerk of this Court do, and he is hereby so directed, return and repay to said Hope Natural Gas Company the sum of $342.00 heretofore paid

into court by it in this proceeding and that this proceeding be and is hereby dismissed.

(The foregoing order was entered by the court April 4th, 1910, and is recorded in Law Order Book 34, at page 483.)

625 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on December 29, 1909, and of the orders made and entered on December 29, 1909, January 29, 1910 and April 4, 1910, in the condemnation proceeding of Hope Natural Gas Company, a corporation, versus Arthur W. Rhodes and others, lately pending in said Circuit Court of Harrison County, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 29th day of January, 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Harrison County, State of West Virginia, do certify that I. Wade Coffman, by whom the foregoing attestation was made, was, at the date thereof, Clerk of said court duly qualified and that the said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 31st day of January 1921.

HAYMOND MAXWELL. [SEAL.]

626 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Harrison County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN, *Clerk.*

627 [Endorsed:] Hope Natural Gas Company vs. Arthur W. Rhodes et al. Condemnation.

628 PGH. V. MORRISON COND. W. VA. EX. 47.

EX. W. VA. NO. 47. O. L. H.

Petition.

(Filed January 31, 1916, in Circuit Court of Harrison County, West Virginia.)

PITTSBURGH & WEST VIRGINIA GAS COMPANY

vs.

CARRIE MORRISON, HARRY C. MORRISON and JAMES E. MORRISON.

Condemnation Proceeding.

The petition of the Pittsburgh & West Virginia Gas Company respectfully represents:

1st. That petitioner is a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, for the purpose of transporting carbon oil and natural gas, or both, by means of pipe lines, or otherwise, for public use; that petitioner is now engaged in the business of producing, transporting and selling natural gas for public use and is now producing large quantities of natural gas within the state of West Virginia, and is transporting the same to market by means of certain pipe lines constructed and maintained by it; that the natural gas so transported by said lines is being sold to the public in the following incorporated cities, towns and villages, to wit: Grafton, Enterprise, Shinnston, Lumberport, Haywood, Colfax, Worthington, Simpson, Pruntytown, Blueville, Thornton and Flemington, all within the state of West Virginia, and other places in the state of West Virginia not incorporated and many persons not living in any city, town or village, are likewise being supplied with natural gas for domestic and industrial uses by this petitioner, by means of its said system of pipe lines; that the transportation of said natural gas and the sale thereof is for the use of the public generally for the purpose of supplying light and heat to such public; and that your petitioner is ready and willing at all times, and has so held itself out, to sell said gas
629 to the public, or any portion thereof, upon the payment of a reasonable price therefor.

2nd. That petitioner is now engaged in constructing lines of piping over and through the county of Harrison, in the state of West Virginia, as it is by law authorized to do; that when the same are completed it is petitioner's purpose and intention to operate and maintain said pipe lines for the purpose of supplying natural gas to the inhabitants of the various incorporated cities, towns and vil-

lages hereinbefore mentioned, and to the public generally and for other lawful uses; that it desires to proceed with the construction of its said pipe line through the lands of said parties (Carrie Morrison), lying in the District of Coal, county of Harrison, and state of West Virginia; that for the purpose of constructing, building and maintaining its said pipe line for the transportation of natural gas for the public uses hereinbefore set out, it desires to acquire an easement or right of way, over across and upon that portion of the land of the person hereinbefore named described particularly as follows:

Beginning on line of lands of H. C. Morrison, at a point located N. 84° E. 350 feet from corner to lands of Prunty & Jacobs, H. C. Morrison and Carrie Morrison, thence S. 0° 30′ E. 466 feet; S. 7° 30′ W. 521 feet to right of way of the B. & O. R. R. Co., at a point located 498 feet in an easterly direction along said right of way from corner to lands of W. M. Joyce and B. & O. R. R. Co., a total distance of 987 feet.

3rd. That petitioner files herewith as part of this petition a plat of said land over which the said easement is proposed to be taken, marked "Gas Company Exhibit No. 1."

4th. That the strip of land hereinbefore described, upon which said easement is proposed to be taken, is owned by the following named persons, to wit: Carrie Morrison, widow of James H. Morrison, deceased, as tenant for life, with remainder in fee
630 simple to Harry C. Morrison and James E. Morrison, jointly, as heirs at law of said James H. Morrison, dec'd.

5th. That there are no liens upon said land, or claims thereto or outstanding estates therein or in any part thereof except as follows:

6th. That all pipe lines to be laid or constructed by it in, upon and through said lands hereinbefore described, are to be and will be buried under the surface of the ground to such a depth as not to interfere with the use of said land for agricultural purposes; that the pipe which petitioner intends to lay and will lay upon said right of way will be 12 inches in diameter; that your petitioner intends to use and will use the said easement or right of way over and upon the land hereinbefore described for the purpose of constructing, maintaining and operating its said pipe line; which pipe line will be used for the public uses hereinbefore set forth; and that the said easement or right of way is necessary for such purpose.

7th. That in taking the said easement or right of way, so proposed to be taken by petitioner, it will not be necessary to take any dwelling house, yard or garden, nor will such be taken therein or thereby; that in taking said easement or right of way and appropriating the same to the public use hereinbefore set forth, it is not and will not be necessary to erect or lay any oil tank or gas or oil pipe within one hundred feet of any occupied dwelling house, nor shall any

oil tank, gas or oil pipe line be erected or laid within one hundred feet of any occupied dwelling house; and that the parcel of land hereinbefore described does not lie within any municipal corporation.

8th. That the survey, location and route of petitioner's pipe line, upon and over the parcel of land hereinbefore described, has been regularly and duly selected, located, approved and adopted
631 by the proper officers of the petitioner thereunto duly authorized by its Board of Directors.

9th. That petitioner, in pursuance of the provisions of Section 20 of Chapter 74 of the Acts of West Virginia for the year 1907, attempted to agree with the said owners of said land over which said easement or right of way is proposed to be taken, as aforesaid, as to the amount of damages or compensation for the said easement or right of way so proposed to be taken; that petitioner was, nevertheless, unable to agree with said owners, and the said owners failed and refused to accept a reasonable price for said easement or right of way; that petitioner thereupon offered to pay to the said owners the sum of one hundred and seventy-nine and 45/100 Dollars ($179.45), for said easement or right of way, but the said owners refused to accept the same; that petitioner thereupon tendered to the said owners, to wit, on the 11th day of November, 1915, a bond in the penalty of $1,000.00, with the National Surety Company as surety therein, conditioned according to law; which penalty petitioner avers to be more than sufficient to cover or secure any damages which the said owner may sustain in the premises, and the surety in which bond is sufficient. The said bond, together with a plan thereto attached, and an affidavit showing a proper tender thereof, is filed herewith as part of this petition, marked "Exhibit Bond and Tender," and petitioner asks that the recitals in said affidavit may be read as part of this petition. And the said bond is here now presented to your Honor's court.

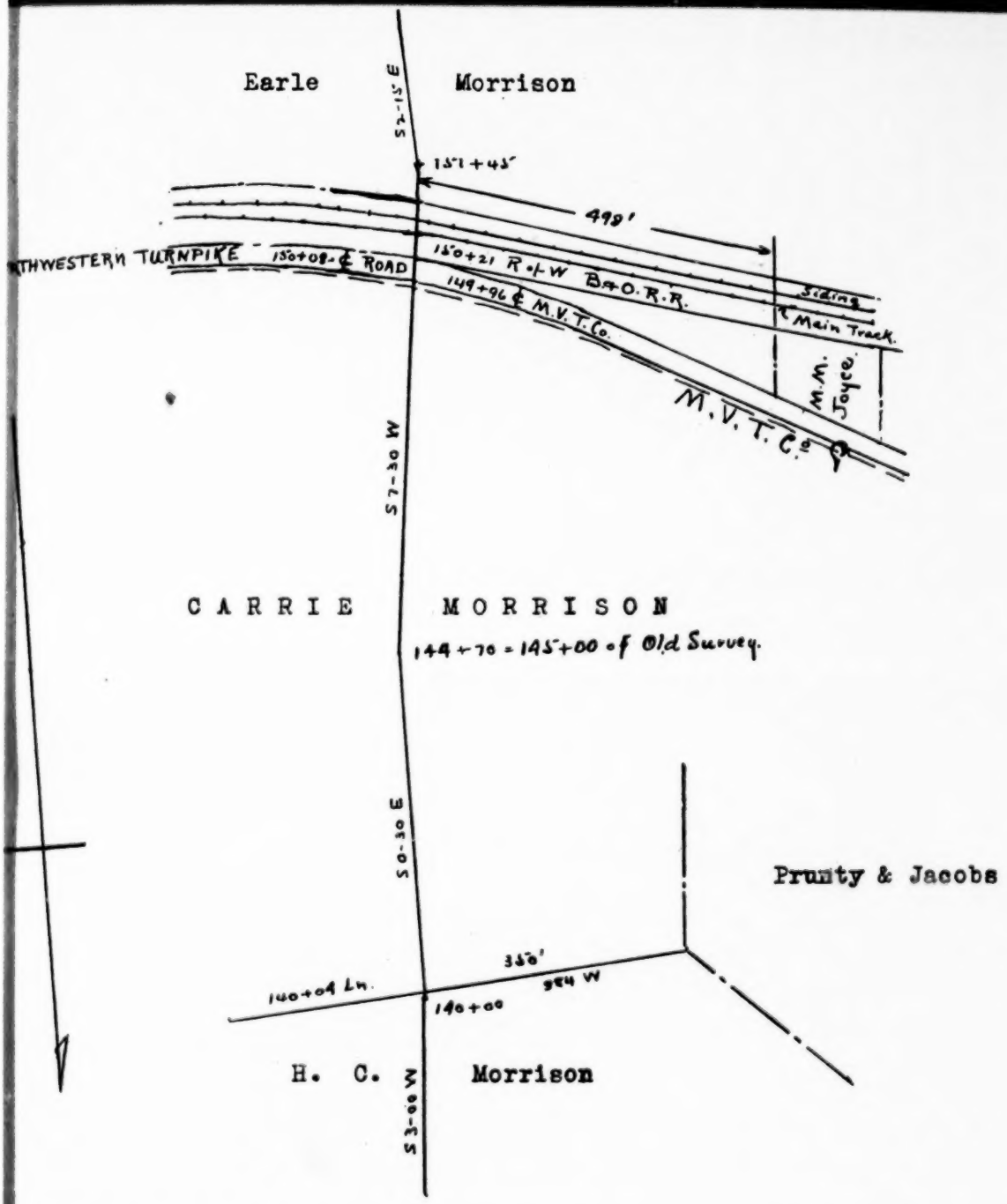
10th. That petitioner has caused notice to be given to the said owners and to all persons having liens upon, interests in or claims against the land upon which the said easement or right of way is proposed to be taken, of petitioner's intention to file this petition and make this application, as will more fully appear from said notice and the evidence of the service thereof thereon en-
632 dorsed, which is hereby filed and prayed to be read as part hereof marked "Exhibit Notice."

Petitioner therefore prays that said bond may be approved and that the same, together with the plan thereto attached, may be filed for the benefit of the owners of said land and of this petitioner, and that petitioner may be authorized to enter upon the enjoyment of said easement or right of way described in this petition and said bond; that after the filing of said bond, if any party in interest require it, commissioners may be appointed by this court to ascertain a just compensation to the owners thereof for the easement or right of way hereinbefore described and proposed to be taken by your

petitioner for the purpose aforesaid; that such other proceedings may be had in the premises as conform to law; and that upon the payment or securing of compensation by your petitioner in the manner required by law, the title to the above described easement or right of way may be decreed to be vested in your petitioner for the uses and purposes aforesaid; and that such other, further and general relief may be granted as to the court may seem proper or the nature of the case may require.

(Signed) PITTSBURGH & WEST VIRGINIA GAS COMPANY,
By DAVIS, SWARTZ & TEMPLEMAN,
Its Attorneys.

(Here follows diagram marked page 633.)



Gas Company Exhibit No. 1.

Survey of Pittsburgh and West Va. Gas Co's. 12 in. line crossing over lands of Carrie Morrison, Coal Dist., Harrison Co., W. Va.

Scale: 1" = 200' November 5, 1915.

634 ("EXHIBIT BOND AND TENDER" FILED WITH THE PETITION).

Bond.

Know all men by these presents:

That we, Pittsburgh & West Virginia Gas Company, a corporation under the laws of the State of West Virginia, as principal, and National Surety Company, of New York, its surety, are held and firmly bound unto Carrie Morrison, Harry C. Morrison and James E. Morrison, in the sum of One Thousand and No/100 ($1,000.00) Dollars, for the payment whereof, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, by these presents.

In testimony whereof these presents are signed with our corporate names and sealed with our corporate seals, by our proper officers, respectively, thereunto duly authorized, this 9th day of November, 1915.

The condition of the above obligation is such that whereas the above bound Pittsburgh & West Virginia Gas Company, being a pipe line company organized under the laws of the State of West Virginia for the purpose of transporting carbon oil and natural gas by means of pipes, and being desirous of securing an easement or right of way over the lands of said obligees situate in Coal District, Harrison County, West Virginia, for the purpose of laying and constructing a pipe line twelve inches in diameter for the transportation of natural gas for public use, has attempted to agree with the said owners of said land as to the damage properly payable for such easement or right of way, and whereas, the said Pittsburgh & West Virginia Gas Company and the said owners have failed to agree
635 as to the said damages and the said Pittsburgh & West Virginia Gas Company is desirous of taking possession of the said right of way or easement, at once, as provided by Section 20 of Chapter 74 of the Acts of 1907 of West Virginia, in advance of fixing of said damages, in the manner provided by said Chapter:

Now, therefore, if the said Pittsburgh & West Virginia Gas Company shall pay to the said Carrie Morrison, Harry C. Morrison and James E. Morrison, owners as aforesaid, any and all damages which said owners may sustain or incur by reason of the said Pittsburgh & West Virginia Gas Company taking possession of the said easement or right of way and laying a pipe line upon the same, as well as any and all damages which may hereafter be assessed by any court in favor of the said owners by reason of the taking of said easement or right of way, and any and all costs properly chargeable against the above bound Pittsburgh & West Virginia Gas Company, then this obligation to be void, otherwise to remain in full force and effect.

A plan is hereto attached showing the route of the proposed pipe line over said land, marked for identification, "Gas Company Exhibit No. 1."

[SEAL.] (Signed) PITTSBURGH & WEST VIRGINIA GAS COMPANY,
By J. F. GUFFY,
President.

Attest:
W. B. CARSON,
Secretary.

[SEAL.] NATIONAL SURETY COMPANY,
By E. B. TEMPLEMAN,
Attorney in Fact.
A. F. DENNISON,
Attorney in Fact.

636 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Osman E. Swartz, a notary public in and for the said county of Harrison, do certify that E. Bryan Templeman and A. F. Dennison this day personally appeared before me in my said county and being by me first duly sworn, did depose and say: That they are attorneys-in-fact for the National Surety Company of New York, the corporation described in the writing hereto annexed bearing date the 9th day of November, 1915, authorized by said corporation to execute and acknowledge deeds and other writings of the said corporation; that the seal affixed to the said writing is the corporate seal of the said corporation, and that the said writing was signed and sealed by them in behalf of said corporation by its authority duly given. And the said E. Bryan Templeman and A. F. Dennison acknowledged the said writing to be the act and deed of the said corporation.

Given under my hand this 11th day of November, 1915.

(Signed) OSMAN E. SWARTZ,
Notary Public.

My commission expires Dec. 2, 1924.

637 STATE OF PENNSYLVANIA,
County of Allegheny, To wit:

I, H. K. Bragdon, a notary public in and for the said County of Allegheny, do certify that J. F. Guffey this day personally appeared before me in my said county and being by me first duly sworn, did depose and say: That he is the President of the Pittsburgh & West Virginia Gas Co., the corporation described in the writing hereto annexed bearing date the 9th day of November, 1915, authorized by said corporation to execute and acknowledge deeds and other writings of the said corporation: that the seal affixed to the said writing is the corporate seal of the said corporation and that the said writing was signed and sealed by him in behalf of the said corporation by its

authority duly given. And the said J. F. Guffey acknowledged the said writing to be the act and deed of the said corporation.

Given under my hand this 9th day of November, 1915.

(Signed) H. K. BRAGDON,
Notary Public.

My commission expires 21st day of February, 1919.

638 ("EXHIBIT NOTICE" FILED WITH THE PETITION.)

Notice.

To Carrie Morrison, Harry C. Morrison, and James E. Morrison:

Take notice, that on the 17th day of November, 1915, at 9 o'clock A. M., or as soon thereafter as the matter can be heard, the undersigned will present to the Honorable Haymond Maxwell, Judge of the Circuit Court of Harrison County, West Virginia, in vacation of said court at Weston, West Virginia, for approval, that certain bond, in the penalty of $1,000.00, this day tendered to you, which bond is conditioned for the payment to you of such damages as you may sustain by reason of the appropriation by the undersigned of an easement or right of way for a pipe line over lands owned by you or in which you are interested, the route and location of said pipe line being shown by a plan attached to the said bond tendered to you as aforesaid. Take notice further, that unless exceptions to the form, amount or surety of said bond shall be filed within three days after its presentation, the said bond will be approved by the court. Take notice further, that at the time and place above stated the undersigned will tender and ask leave to file its petition against you, and will ask the court to take such other proceedings against you as conform to law and are necessary for the lawful appropriation of said easement by the undersigned.

Yours, etc.,

(Signed) PITTSBURGH & WEST VIRGINIA GAS COMPANY,
By DAVIS, SWARTZ & TEMPLEMAN,
Its Attorneys.

639 *Affidavit.*

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, E. B. Templeman, a notary public in and for the said County of Harrison, do certify that J. A. Joliffe, this day personally appeared before me in my said county, and being by me first duly sworn, did depose and say: That he is agent of Pittsburgh & West Virginia Gas Company, duly authorized by said Company to agree, if possible, with the owners of land for easements or rights of way in, on and over their lands for the construction of pipe lines for the transportation of natural gas, and upon failing to agree with said land owners,

to tender bonds to secure to said owners the payment of damages properly payable for such easement.

That affiant, in pursuance of his said duties, on the 11th day of November, 1915, called upon Carrie Morrison, Harry C. Morrison and James E. Morrison the parties named as obligees in the foregoing bond, and attempted to agree, on behalf of said company, as to the damages properly payable to the said owners for the easement described in the foregoing bond and plan thereto annexed; that the said owners refused to agree upon such damages with affiant; that afterwards, to wit, on the day and year last aforesaid, affiant offered to the said owners the fair market price of said easement or right of way, to wit, the sum of one hundred seventy-nine and 45/100 Dollars, ($179.45), which offer was refused; that thereafter, on the day and year last aforesaid, affiant tendered to the said owners the bond hereto annexed, and the said owners refused to accept said bond.

That affiant thereupon served the notice hereto annexed upon the said owners, in the manner and at the time and place hereinafter stated, that is to say: Upon the within named Carrie Mor-
640 rison, Harry C. Morrison and James E. Morrison by delivering to them and each of them in person, in Harrison County, a true copy thereof, on the 11th day of November, 1915.

(Signed) J. A. JOLLIFFE.

Taken, subscribed and sworn to before me in my said county this 11th day of November, 1915.

(Signed) E. B. TEMPLEMAN,
Notary Public.

My commission expires May 10, 1919.

641 (*Order Entered Jan.* 31, 1916; *Recorded in Law Order Book No.* 38, *Page* 161.)

In the Circuit Court of Harrison County, West Virginia

PITTSBURG & WEST VIRGINIA GAS COMPANY

vs.

HARRY MORRISON et al.

Condemnation Proceeding.

This day came the petitioner, Pittsburg & West Virginia Gas Company, by Davis, Swartz & Templeman, its attorneys, and the defendants, Carrie Morrison, Harry C. Morrison and James E. Morrison, by Ray L. Strother, their attorney, and upon motion of the said petitioner it is ordered that the petition of the said Pittsburg & West Virginia Gas Company which was lodged in the office of the clerk of this court by vacation order entered on the 17th day of November, 1915, be and it is here now filed in open court and this proceeding is, upon like motion, placed upon the docket of this

court. It is further ordered that the bond heretofore tendered herein be, and the same is hereby approved and filed for the benefit of said landowners.

Thereupon the said petitioner by its said attorneys and the said defendants by their said attorney, concurrently, moved the court for the appointment of commissioners to ascertain a just compensation to the parties entitled thereto, the owners of the land in the petition described, for the right of way or easement sought to be taken in this proceeding. Whereupon the court nominated thirteen disinterested freeholders of this county, to-wit: Cree M. Bartlett,
642 Clarence W. Leggett, Charles L. Ladwig, Scott H. White, Okey B. Lawman, P. C. Sturm, Nelson Robinson, Perry C. Williams, Howard B. Post, John J. Dolan, Truman J. Lynch and John C. Johnson. And the parties, by their counsel, proceeded to ascertain as provided by law from said thirteen freeholders, the five thereof to act as commissioners, which choice and lot fell upon the following named, to-wit: Clarence W. Leggett, Okey B. Lawman, Perry C. Williams, Howard B. Post and Truman J. Lynch.

And thereupon it is ordered by the court that said five freeholders so selected to act as such commissioners do proceed with all convenient speed and after viewing said premises and hearing any proper evidence offered, ascertain according to law what will be a just compensation to the parties entitled thereto for the easement so proposed to be taken as aforesaid, and make report of their proceedings to this court according to law.

643 (*Order Entered Feb.* 19, 1916; *Recorded in Law Order Book No.* 58, *Page* 192.)

In the Circuit Court of Harrison County, West Virginia.

PITTSBURG & WEST VIRGINIA GAS COMPANY

vs.

CARRIE MORRISON et al.

Condemnation.

This day came the parties by their attorneys, and it appearing to the court that the commissioners appointed to ascertain the compensation to which the defendants are entitled for the easement sought to be taken in this proceeding, filed their report with the Clerk of this court on the 19th day of February, 1916, which report bears date the 15th day of February, 1916, fixing the compensation of the said defendants for the easement taken, as well as for damages to the residue of their land beyond the peculiar benefit which will be derived in respect to such residue from the work to be constructed, at Two Hundred and Twenty-five Dollars, ($225.00), and the said defendants, Carrie Morrison, Harry C. Morrison and James

E. Morrison, by Ray L. Strother, their attorney, having excepted to the said report and award of commissioners because the same is inadequate, and having demanded that the compensation to which the said defendants are entitled by tried by jury at the bar of the court; now, therefore, it is ordered that a jury be summoned to try said issue in the manner provided by law and that this proceeding be continued until the next term of court.

644 (*Order Entered June 2, 1917; Recorded in Law Order Book No. 39, Page 19.*)

In the Circuit Court of Harrison County, West Virginia.

PITTSBURG & WEST VIRGINIA GAS COMPANY

vs.

CARRIE MORRISON et al.

Condemnation.

This day came again the parties by their attorneys and the defendants, Carrie Morrison, Harry C. Morrison and James E. Morrison by Ray L. Strother, their attorney, asked leave to withdraw their exception to the report of commissioners filed in this court on the 19th day of February, 1916, which report bears date the 15th day of February, 1916, which leave is hereby granted and said exception is withdrawn.

And there being no other or further exceptions to said report of commissioners and the same appearing to be in all respects regular, the said report is, on motion of the petitioner, hereby ratified, approved and confirmed and ordered to be recorded in the law order book of this court, which report is in the words and figures following, to-wit:

(*Report of Commissioners.*)

"In the Circuit Court of Harrison County, West Virginia.

PITTSBURG & WEST VIRGINIA GAS COMPANY

vs.

CARRIE MORRISON et al.

Condemnation.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court within and for the county and state aforesaid, do hereby certify that Perry
645 C. Williams, Howard B. Post, Okey B. Lawman and Truman J. Lynch, four of the commissioners appointed by the

Circuit Court of Harrison County upon the application of Pittsburg & West Virginia Gas Company to ascertain a just compensation to Carrie Morrison, Harry C. Morrison and James E. Morrison for a certain easement proposed to be taken by said company for public use and described in the petition of said company filed in said cause on the 31st day of January, 1916, personally appeared before me in my said county this day, and each of them, before entering upon the discharge of his duties as such, made oath that he will honestly and impartially perform his duties as such commissioner to the best of his skill and judgment.

Given under my hand this 15th day of February, 1916.

(Signed) I. WADE COFFMAN,
Clerk Circuit Court.

To the Circuit Court of Harrison County:

We, the commissioners appointed by the Circuit Court of Harrison County by and order entered on the 31st day of January, 1916, upon application of the Pittsburg & West Virginia Gas Company, respectfully report: That having been first duly sworn, we viewed the real estate owned by Carrie Morrison as life tenant, and by Harry C. Morrison and James E. Morrison as remaindermen, mentioned in said application, and heard the testimony of witnesses who had been first duly sworn, and are of opinion that Two Hundred and Twenty-five Dollars, ($225.00), would be a just compensation for the easement or right of way proposed to be taken by the said applicant, that is to say, an easement or right of way for a pipe line twelve (12) inches in diameter for the transportation of natural gas over, across and upon that portion of the lands of said Carrie Morrison, Harry C. Morrison and James E. Morrison described particularly as follows:

646 Beginning on the line of lands of Harry C. Morrison at a point located N. 84° E. 350 feet from the corner of lands of Prunty and Jacobs, Harry C. Morrison and Carrie Morrison; thence S. 0° 30′ E. 466 feet; thence S. 7° 30′ W. 521 feet to right of way of the Baltimore & Ohio Railroad Company, at a point located 498 feet in an Easterly direction along said right of way line from corner to lands of W. M. Joyce and the Baltimore & Ohio Railroad Company, a total distance of nine hundred and eighty-seven (987) feet.

As well as for the damage to the residue of said real estate beyond the peculiar benefit which will be derived in respect to such residue from the work to be constructed.

We further report that the taxation of costs hereunto annexed is true and correct.

Given under our hands this 15th day of February, 1916.

(Signed) PERRY C. WILLIAMS.
HOWARD B. POST.
O. B. LAWMAN.
TRUMAN J. LYNCH.

In the Circuit Court of Harrison County, West Virginia.

PITTSBURG & WEST VIRGINIA GAS CO.

v.

CARRIE MORRISON et al.

Condemnation Proceeding.

Statement of Costs Before Commissioners.

Perry C. Williams,	Commissioner,	1	day's,	8	mi.....	$.....
Howard Post,	do.	1	do.	8	do.....	.....
O .B. Lawman,	do.	1	do.	8	do.....	.....
Truman J. Lynch,	do.	1	do.	8	do.....	.....
Dr. H. J. Brown,	Witness,	one	do.	four	do.....	.....
John T. Flynn,	"	one	"	four	"	.....
G. L. Pettrey,	"	one	"	four	"	.....
J. F. Strother,	"	one	"	four	"	.....
John B. Strother,	"	one	"	four	"	.....

647

Henry Wickenhoofer,	"	one	"	four	"	.....
Harry Morrison,	"	one	"	four	"	.....

Ross F. Stout, Sheriff, serving 7 subpœnas..... $1.75"

And it appearing to the court that the petitioner has paid to the said defendants the sum of Two Hundred and Twenty-Five Dollars, ($225.00), compensation awarded to the said defendants in said report of commissioners, it is considered, adjudged and ordered that the said petitioner do take and hold the easement in said report described for the uses and purposes set out in the petition and proceedings in this cause. It is further ordered that the petitioner do pay the costs of this proceeding and that the same be and it is hereby retired from the docket.

648 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on January 31, 1916, and of the orders made and entered on January 31, 1916, February 19, 1916 and June 2, 1917, in the condemnation proceeding of Pittsburgh & West Virginia Gas Company, a corporation, versus Carrie Morrison and others, lately pending in said Circuit Court of Harrison County, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 29th day of January, 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Harrison County, State of West Virginia, do certify that I. Wade Coffman, by whom the foregoing attestation was made, was, at the date thereof, Clerk of said court duly qualified and that the said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 31st day of January 1921.

HAYMOND MAXWELL. [SEAL.]

649 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Harrison County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

650 [Endorsed:] Pittsburgh & West Virginia Gas Company vs. Carrie Morrison, Harry C. Morrison and James E. Morrison. Condemnation.

651 PHILA. v. CURRY COND. W. VA. EX. 48.

EX. W. VA. No. 48. O. L. H.

(*Petition. Filed June* 22, 1912.)

In the Circuit Court of Harrison County, West Virginia.

THE PHILADELPHIA COMPANY OF WEST VIRGINIA

VS.

W. M. CURRY.

Condemnation of Pipe Line Right of Way.

To the Honorable Charles W. Lynch, judge of said court:

The petition of The Philadelphia Company of West Virginia respectfully represents:

1st. Your petitioner is a corporation organized under the laws of the state of West Virginia, having been incorporated September 26th, 1895, for the purpose of mining, boring, digging for or otherwise obtaining from the earth petroleum, rock or carbon oils and natural gas, and manufacturing, buying, selling and transporting the same in the crude and in the refined states; for the purpose of constructing and maintaining lines of tubing and piping for the transportation of such oils and gas, or either of them, for the public generally, as well as for the use of said corporation; for the purpose of transporting such oil or gas, or either of them, by means of such pipes or otherwise and selling and supplying the same to others; and generally for the purpose of doing such acts and carrying on such business as pertains to such works and improvements; a true and correct copy of its certificate of incorporation being attached hereto, made a part hereof, and marked "Exhibit A." Your petitioner is,
652 by virtue of the laws of said state, a common carrier of natural gas; and is recognized by the Administrative Department of said State as the owner and operator of pipe lines within said state used for the transportation of gas for public use and the said petitioner, as such pipe line company and public service corporation, regularly makes to the Board of Public Works of said State a return in writing, required by Section 84, Chapter 29 of the Code of said state; and the said petitioner is by said Board of Public Works duly and regularly assessed for taxation as such pipe line company and public service corporation. Its tax paid to the said state for such purpose during the year 1911 amounted to $49,993.15.

2nd. Your petitioner since its incorporation has been engaged in the business of producing and marketing natural gas and is supplying gas to thirty-four school houses, four churches, five manufacturing concerns, three hundred thirty dwellings and four gas com-

panies, a true and correct list of said consumers being attached hereto, made a part hereof, and marked "Exhibit B."

3rd. Your petitioner is constantly increasing the number of its consumers and is desirous of largely increasing its sales of gas in the various counties of West Virginia traversed by its lines. Your petitioner is ready and willing to sell gas to all parties within reaching distance of its pipe lines, who apply for the same, at reasonable rates. Your petitioner, being a public service corporation, as hereinbefore stated, is ready and willing to furnish gas at all times to the public, as aforesaid.

4th. Your petitioner, during some of the winter months of 1909, was not able, because of the inadequacy of its pipe lines, to supply a sufficient quantity of gas to a number of its consumers, among them being the Grafton Electric Railway, Thornton Fire Brick Company, Beaumont Glass Company, Baltimore & Ohio Railroad Company, Grafton Window Glass Company, Crystal Ice Company,
653 Grafton Wood Working Company, Grafton Gas & Electric Light Company, Fairmont Gas & Light Company and the Philadelphia Company. At times such shortage amounted to from three to five million cubic feet of gas per day, and your petitioner, because of the fact that its present lines are not sufficient to supply the anticipated demand for gas during the coming winter, due to the fact that the condition of its wells is causing it to go further afield each year for its supply of gas, finds that it is necessary for it to build certain additional pipe lines to convey to its consumers a supply of gas during the coming winter.

5th. The Board of Directors of The Philadelphia Company of West Virginia, by a resolution unanimously adopted at a meeting of said Board on June 6th, 1912, having decided that it would be necessary in the conduct of its business to have a pipe line from its Pump Station No. 18, Freemans Creek District, Lewis County, West Virginia, to connect with the sixteen-inch line on the Sarah Maloney farm, McClellan District, Doddridge County, West Virginia, had a survey made for said proposed line, which survey was adopted by the said company and determined upon as the route best adapted for the company's purpose and is located so that the same does not pass within one hundred feet of any occupied dwelling, nor does it take or pass through any dwelling house, yard or garden, nor does it lie wholly or in part in any municipal corporation. The only pipe line which your petitioner intends to lay upon said route will be sixteen inches in diameter; will be used exclusively for the transportation of natural gas; is necessary to supply with gas the aforesaid consumers and such new consumers as your petitioner expects to secure in the near future and will be buried under the surface to such a depth as will not interfere with the use of the land for agricultural purposes.

654 6th. The said proposed line passes over and upon lands belonging to W. M. Curry situate in Union District, Harrison County, West Virginia, bounded by lands of H. Richards, B. F.

Boner, E. D. Ferris et al., the route described being as follows, to-wit: Beginning at the line of H. Richards, at a point S. 45° 45′ E. 395 feet distant from Post, corner to B. F. Boner, H. Richards and W. M. Curry; thence N. 19° 45′ W. 224 feet to a point; N. 10° 00′ W. 273 feet to a point; N. 10° 15′ E. 59 feet to line of B. F. Boner, at a point N. 32° 30′ E. 309 feet distant from Post, corner aforesaid, a total distance of 556 feet. And thence beginning again at the line of B. F. Boner, at a point S. 14° E. 80 feet from stone, corner to E. D. Ferris, B. F. Boner and W. M. Curry thence N. 5° 00′ W. 71 feet to line of E. D. Ferris, at a point S. 86° 30′ E. 17 feet distant from said corner. A total distance of 71 feet. And the right of way sought to be taken is twenty feet in width or ten feet on each side of said center line.

7th. Your petitioner, through its field agent, R. E. Clark, attempted to purchase from the said W. M. Curry an easement or right of way over his land for the purpose of constructing thereon a pipe line as hereinbefore described for the transportation of gas along the route aforesaid, and the said R. E. Clark offered to the said W. M. Curry a fair market price for said easement, to-wit: the sum of Three and no/100 (3.00) Dollars per rod; but the said W. M. Curry refused to grant to your petitioner a right of way or easement for said pipe line, and thereupon the said R. E. Clark tendered to the said W. M. Curry a bond from The Philadelphia Company of West Virginia in the sum of One Thousand and No/100 (1,000.00) Dollars, with the Citizens Trust and Guaranty Company of West Virginia as surety, together with a plan attached thereto showing the location of said proposed pipe line, in accordance with the
655 terms of the Act of the Legislature of West Virginia in such cases made and provided, which bond, with plan attached thereto, is attached hereto, made a part hereof, and marked "Exhibit C." The said Citizens Trust and Guaranty Company of West Virginia is a trust company duly authorized under the laws of the state of West Virginia to do business in that state; the said company has in all respects complied with the requirements of the laws of the said state and is, and has for many years, been amply solvent and well able to perform all of its obligations, and the said company is in fact a good and sufficient surety for the bond above mentioned.

8th. The said W. M. Curry refused to accept the said bond and thereupon the said R. E. Clark served upon him a notice that the said bond would be presented to court to be approved and filed for his benefit, on the 22nd day of June, A. D. 1912, a copy of said notice, together with proof of service thereof, is attached hereto, made a part hereof, and marked "Exhibit D."

9th. The said W. M. Curry is the owner of the land hereinbefore described, over which a right of way is proposed to be taken. There are no liens upon the said real estate, created by judgment, deed of trust or otherwise, nor conflicting claims thereto.

10th. Your petitioner avers that the pipe line which it proposes to build is an internal improvement for public use; that delay in

securing the said right of way will interfere with the proper development of its gas territory in this vicinity and will interfere with the performance of its duties to the land owners who have made oil and gas leases to your petitioner and will also injuriously delay its consumers in obtaining the necessary supply of gas.

11th. Your petitioner, under the law, has the right to acquire and take the said right of way or easement in and by this peti-
656 tion, application and bond.

Wherefore, your petitioner prays this Honorable Court to approve said bond and to direct that the same be filed for the benefit of the said W. M. Curry, in accordance with the Act of the Legislature of West Virginia in such cases made and provided. Your petitioner further prays that it be allowed to enter upon the easement as soon as the said bond has been approved, for the purpose of constructing its pipe line without delay; and your petitioner further prays that commissioners may be appointed by this Court to ascertain a just compensation to the said W. M. Curry for the said easement or right of way, in and through the land hereinbefore described and proposed to be taken by your petitioner for the purpose and use aforesaid, and that such proceedings may be had in the premises as conform to law; and your petitioner also asks such other and additional relief as the Court may deem proper to award in the premises.

(Signed) THE PHILADELPHIA COMPANY OF WEST VIRGINIA,
By J. F. GUFFEY, *President.*

Attest:

[Corporate Seal.]

W. B. CARSON,
Secretary.

657 STATE OF PENNSYLVANIA,
County of Allegheny, ss:

Personally appeared before me, the undersigned authority, J. F. Guffey, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing petition are true and correct.

(Signed) J. F. GUFFEY.

Sworn and subscribed to before me this 20" day of June, A. D. 1912.

[SEAL.] (Signed) HOWARD K. BRAGDON,
Notary Public.

My commission expires February 21, 1915.

STATE OF PENNSYLVANIA,
Allegheny County, ss:

I, William H. Coleman, Clerk of the Court of Quarter Sessions in and for the County of Allegheny, in the Commonwealth of Pennsyl-

vania, the same being a Court of Law and Record, do by these presents certify that Howard K. Bragdon, Esquire, before whom the foregoing affidavit was taken, and who has hereunto, in his own proper handwriting, subscribed his name, was at that time and is a notary public in and for said county of Allegheny duly commissioned and sworn, and authorized by law of the Commonwealth of Pennsylvania to take affidavits and acknowledgments of deeds for lands and real estate in said Commonwealth of Pennsylvania, and to all whose acts as such due faith and credit are, and of right *out* to be given throughout the United States and elsewhere. And further, that I am acquainted with his handwriting and verily believe the signature thereto to —.

658 I further certify that the foregoing affidavit was taken in accordance with the laws of the state of Pennsylvania.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Court, at Pittsburgh, this 20th day of June, A. D. 1912.

[Official Seal.] (Signed) W. H. COLEMAN,
Clerk.

659 "EXHIBIT A."

Certificate of Incorporation.

State of West Virginia.

The Philadelphia Company of West Virginia.

I, W. E. Chilton, Secretary of State of the State of West Virginia, hereby certify that an agreement, duly acknowledged and accompanied by the proper affidavits, has been this day delivered to me, which agreement is in the words and figures following:

The undersigned agree to become a corporation by the name of The Philadelphia Company of West Virginia, for the purpose of constructing and maintaining lines of tubing and piping for the transportation of such oils and gas, or either of them, for the public generally, as well as for the use of said corporation; for the purpose of transporting such oil or gas, or either of them, by means of such pipes or otherwise and selling and supplying the same to others; and generally for the purpose of doing such acts and carrying on such business as pertains to such works and improvements.

Which corporation shall keep its principal office or place of business at Pittsburgh, in the County of Allegheny and State of Pennsylvania, and is to expire on the 31st day of December, 1944. And for the purpose of forming the said corporation, we have subscribed the sum of Five Hundred Dollars to the capital thereof, and have paid in on said subscriptions the sum of Fifty Dollars, and desire the privilege of increasing the said Capital, by the sale of additional shares from time to time, to One Million Dollars, in all. The Capital so subscribed is divided into shares of Fifty Dollars each, which are held by the undersigned respectively, as follows, that is to say:

660

Names.	Residence.	No. of shares.
By Geo. H. Browne.....	Pittsburgh, Pa.	2
" J. R. McGinley.....	" "	2
" W. D. Uptergraff	" "	2
" T. W. Siemon.....	" "	2
" W. P. Hubbard	Wheeling, W. Va.	2

And the Capital to be hereafter sold is to be divided into shares of the like amount.

Given under our hands this 23rd day of September, 1895.

GEO. H. BROWNE.
J. R. McGINLEY.
W. D. UPTERGRAFF.
T. W. SIEMON.
W. P. HUBBARD.

Wherefore, The corporators named in the said agreement, and who have signed the same, and their successors and assigns, are hereby declared to be from this date until the thirty-first day of December, nineteen hundred and forty-four, a corporation by the name and for the purposes set forth in said agreement.

Given under my hand and the Great Seal of the said State, at the City of Charleston, this twenty-sixth day of September eighteen hundred and ninety-five.

[SEAL.] (Signed) W. E. CHILTON,
Secretary of State.

661 EXHIBIT B.

Detailed Statement of Certain Parties to Whom the Philadelphia Company of West Virginia Furnishes Gas and the Use to Which said Gas Is Put.

School-houses Supplied by the Philadelphia Company of West Virginia.

Name.	Location.
Bookers Mills School.....	Bookers Mills, W. Va.
Bearwallow School.....	Artisan, W. Va.
Elm Grove School.....	Elm Grove, W. Va.
Board of Education School #3.....	Burton, W. Va.
Board of Education School #8.....	Daybrook, W. Va.
Board of Education School #15.....	Amos, W. Va.
Board of Education School #21.....	Amos, W. Va.
Board of Education School #26.....	Amos, W. Va.
Cross Border School.....	Kodal, W. Va.
Eagle District School #6.....	Shinnston, W. Va.
Eagle District School #7.....	Shinnston, W. Va.
Eagle District School #16.....	Shinnston, W. Va.
Eagle District School #17.....	Baker, W. Va.

Name.	Location.
Eagle District School #21	Shinnston, W. Va.
Fairview School #17	Mobley, W. Va.
Fallen Timber School	Smithfield, W. Va.
Kendall School #38	Mobley, W. Va.
Lincoln District School #7	Mannington, W. Va.
Liston School #4	Littleton, W. Va.
Board of Education School #12	Farmington, W. Va.
Board of Education School #10	Shinnston, W. Va.
Board of Education School #11	Farmington, W. Va.
Board of Education School #26	Worthington, W. Va.
Low Gap School	Wilbur, W. Va.
Board of Education School #23	Mannington, W. Va.
Maple School #4, Batelle Dist	Burton, W. Va.
Ott Border School #36	Sincerity, W. Va.
Stewarts School	Athens, W. Va.
Sub District School #15	Salem, W. Va.
Sub District School #2, McClellan Dist	Salem, W. Va.
Sub District School #22 McClellan Dist	Salem, W. Va.
Sub District School #24 McClellan Dist	Salem, W. Va.
Oak Grove School	Lowman, W. Va.
Walnut Fork School	Cork, W. Va.

Churches Supplied by the Philadelphia Company of West Virginia.

Name.	Location.
Christian Church	Lowman, W. Va.
Stringtown Chapel	Stringtown, Mannington, W. Va.
Ten Mile Baptist Church	Rose Bud, W. Va.
Valley Chapel M. E. Church	Burton, W. Va.

662 Domestic Consumers in Various Towns, etc., at Present Supplied with Gas by the Philadelphia Company of West Virginia.

Amos:
F. M. Brookover.
Morgan Connors.
L. R. Darrah.
Geo. M. Davis.
W. L. Heck.
F. E. Shoman.
David Tennant.
Enoch J. Tennant
Trainer Tennant.
Elihu Tuttle.
L. B. Underwood.
Stephen Williams.
Mary A. Moore.
Catherine Varner.
J. J. Ammons.

Blue:
Martha Spencer.

Bristol:
E. L. Loughery.
Guy Goodwin.

Brown:
John C. Harbert.

Clarksburg:
J. M. Clark.

Centerpoint:
W. D. Ashcraft.

Amos:
M. L. Haught.
H. G. Keck.
Sanford Mason.
Stephen Mason.
D. L. Moore.
Unice D. Tennant.
Sherman Tuttle.
Adam W. Wilson.
E. L. Wilson.
Eli Wright.
L. S. Youst.
Harry Youst.
Elroy Yost.

Broomfield:
A. W. Benton.
Bert Clevenger.
Jas. King.

Burton:
D. L. Tennant.
Urias Shriver.

Cork:
A. Thompson.

Anthon:
Geo. Anderson.

Artisan:
H. W. Shreeves.
E. H. Shreeves.

Big Moses:
J. S. Myers.
W. J. Weekley.

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Blacksville:
M. L. Clovis.
Frank Myers.

Jacksonburg:
L. A. Lemasters.
D. C. Mahall.
Stephen Morgan.
Ben McLaughlin.

Janelew:
Dora E. Frashuer.
A. H. Reed.
Am. M. McDonald.
E. G. Oldaker.

Daybrook:
J. O. Cook.
J. W. Devine.
A. L. Headley.

Dola:
C. F. Stirl.
Mary Lang.

Enterprise:
Daniel Flogracy.

Fallen Timber:
U. Grant Edgell.

Farmington:
James Cooper.
Spray Millian.

Fairmont:
Otio F. Martin.

Freemansburg:
Lawrence Henry.
H. S. Root.
J. B. Halterman.
Geo. Waggoner.
M. N. Pringle.

Glovergap:
S. J. Thomas.

Littleton:

Johns:
A. L. Tennant.
W. J. Stewart.
John Wyckoff.
Archie Marshall.
Thos. Metz.
Israel Anderson.
J. R. Roy.
Frank Beever.
Harry Bradley.
Wm. Hinerman.
Jno. A. Hunt.
D. W. Lemley.

Kodal:
H. A. Shupp.
Thos. Williams.

Hildreth:
Ira Dye.

Hundred:
Charles Bradley.
Ben Lewis.
Joseph Mackey.
W. M. Dailey.
Noah Henderson.
Sam Himelrick.
R. H. Hunt.
Geo. Milliken.
Bruce Reed.
Criss Renner.
John Selos.
S. J. Talkington.
John H. Whisler.
Joe Woods.
M. C. Henderson.
C. E. Hunt.
Percy Jackson.
J. H. Ross.
John Bean.
Geo. Hixenbaugh.
Amos Hostettler.
S. S. Lemley.
E. L. Litman.

Littleton:
J. F. Ashenhart.
Cora Bradley.
J. W. Cumberledge.
T. F. Dunnington.
T. E. Dent.
Peter Henderson.
J. F. McNary.

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B. E. Teagarden.
J. K. Anderson.
J. E. Brookover.
William Garrison.
John Hennen.
David Hix.
Kate Hudson

Little Battle Creek:
D. E. Allen.

Lost Creek:
J. P. Post.
S. C. Allen.
J. W. Law.
W. T. Law.
D. O. Morgan.
M. L. Nutter.

Lowman:
James Clayton.
G. S. Goodrich.
Geo. Spray.
I. Y. Dulaney.
W. F. Moore.
Jack Shreeves.
F. K. Willey.
W. S. Wright.
E. N. Wright.

Mobley:
W. T. Francis.

Mannington:
W. M. Bradley.
M. E. Carroll.
F. J. Jones.
G. H. Myers.
J. T. Myers.
Albert Rice.
Riley Robinson.
J. E. Toothman.
Fred Crim.
J. H. Crim.
R. H. Joliffe.
Otto Smith.
J. D. Snider.
The Fairmont & Mannington Traction Co. (car barns).

Ned:
C. B. Bissett.

Orlando:
W. H. H. Thompson.

Littleton:
W. H. Kimble, Sr.
W. A. Marshall.
James Sanney.
E. E. Sexton.

Pine Grove:
William Nolan.

Pentress:
C. F. Strosnider.
Simon F. Foley.

Reader:
Frank Kidder.
Mrs. J. North.

Roanoke:
R. L. Hall.
J. W. Ellis.
Jas. Malia.

Rose Bud:
A. W. Rittenhouse.
A. C. Swiger.
J. H. Cunningham.
Geo. H. Williams.

Ross:
W. W. Tustin.
Simon King.

Salem:
M. L. Campbell.
M. S. Frye.
C. L. Huston.
E. F. Huston.
Iven Hutson.
Jamison Hutson.
M. H. Hutson.
W. O. Seckman.
Geo. M. Golden.
E. M. Stout.
R. E. Allen.
C. E. Davidson.
N. F. Ford.
Blaine Singer.
Wm. Sterling.

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Shirley:
J. E. Myer.

Smithfield:
Sam Villers.
J. L. Price.
J. C. Snodgrass.
Jno. Welsh.

W. M. Agnew.
W. A. Wilhelm.

Sugar Camp:
A. J. Davis.
Chas. McLain.
A. F. Randolph.

Uniontown:
W. W. Postlewaite.
Geo. Wisman.

Wallace:
T. B. Bates.
Francis Robinson.
E. A. Higginbotham.

Weston:
A. F. Clark.
Lee Price.
Ralph Turner.
Fred Yates.
Elias C. Fisher.
Ralph M. Leland.
J. A. Dever
John Hammer.
W. J. Ward.

West Union:
W. S. Stinespring.

Wolf Summit:
Ora Bennett.

Wilbur:
J. S. Pratt.

Worthington:
U. W. Hess.
J. U. Parrish.

Shinnston:
S. C. Wagner.

Sandy:
Isaac Ammons.
Joseph Chisler.
Marion Tennant.
R. F. Chisler.

Sedalia:
W. Underwood.

Worthington:
B. F. Hess.
T. F. Sturm.
Mary C. Tetrick.
E. N. Heldreth.
B. F. Davis.
Mary E. Glover.
Jas. L. Heldreth.
Edna Hess.
G. W. Starrett.
R. F. Wood.

Manufacturers, etc. Supplied with Gas by the Philadelphia Company of West Virginia.

Name.	Location.
Hundred Milling Company, Flour Mill..	Hundred, W. Va.
J. A. Connelly, Stone Quary.....	Littleton, W. Va.
Eureka Pipe Line Company, Pump Station	Lewis Co., W. Va.
Eureka Pipe Line Company, Pump Station	Shinnston, W. Va.
Calvin W. Kerr.....	Littleton, W. Va.

Gas Companies Supplying Gas to the Public in Various Towns and Cities to Which Gas Is Furnished by the Philadelphia Company of West Virginia.

Name.	Location.
Wetzel Natural Gas Company.....	Hundred, W. Va.
The Fairmont & Grafton Gas Company.. (Supplying 2,804 domestic consumers and 32 manufacturers).	Grafton, W. Va.
The Fairmont Gas & Light Company.... (Emergency service.)	Fairmont, W. Va.
Philadelphia Company.....	Pittsburgh, Pa.

666 List of New Consumers Not Yet Tabulated as to Location.

Name.	Location.
W. J. Anderson.....	Kodal, W. Va.
W. O. Ball.....	Rosebud, W. Va.
C. B. Berry.....	Broomfield, W. Va.
Harvey Booher.....	Fallen Timber, W. Va.
Hood Brohard.....	Ross, W. Va.
J. J. Brookover.....	Amos, W. Va.
W. S. Brown.....	Sycamore, W. Va.
L. W. Cain.....	Salem, W. Va.
Thos. Carrico.....	Shinnston, W. Va.
Jos. Content.....	Rosebud, W. Va.
I. C. Cosgray.....	Glovergap, W. Va.

Name.	Location.
C. D. Cottrill	Centerpoint, W. Va.
J. E. Crowel	Weston, W. Va.
J. N. Curry	Burton, W. Va.
M. O. Davis	Camp, W. Va.
J. A. Debar	Weston, W. Va.
Jas. Dennison	Rosebud, W. Va.
Mrs. Ida Garner	Burton, W. Va.
R. E. Gassett	Rosebud, W. Va.
E. B. Glover	Mannington, W. Va.
Mary E. Glover	Worthington, W. Va.
J. E. Gary, "Special"	Deep Valley, W. Va.
Silas E. Gochnour	Mineral, W. Va.
F. L. Harbert	Rosebud, W. Va.
A. L. Headley	Saybrook, W. Va.
Jessie H. Headley	Fairview, W. Va.
Wm. Hedge	Littleton, W. Va.
Wilford Hinchgliffe	Shirley, W. Va.
Georgia Ireland	Deer Valley, W. Va.
Archie Jackson	Antrim, W. Va.
F. D. Jones	Amos, W. Va.
Dalos Jordon	Mineral, W. Va.
Howard Kearns	Weston, W. Va.
Neal Keller	Worthington, W. Va.
John Kennedy	Wallace, W. Va.
N. S. Kinsley	Freemansburg, W. Va.
J. T. Lanham	Wallace, W. Va.
W. G. Lester	Freemansburg, W. Va.
J. J. Lough	Weston, W. Va.
T. E. Loy	Farmington, W. Va.
John M. Luning	Burton, W. Va.
Jas. McCormick	Fairmont, W. Va.
Wm. Marshall	Littleton, W. Va.
L. H. Michael	Worthington, W. Va.
Ollie Michael	Worthington, W. Va.
Presley Minor	Hundred, W. Va.
O. C. Moore	Amos, W. Va.
F. S. Morris	Bristol, W. Va.
Jos. T. Myers	Mannington, W. Va.
L. O. Parrish	Mannington, W. Va.
James Perkins	Joseph Mills, W. Va.
E. M. Pigott	Worthington, W. Va.
M. O. Polon	Blandville, W. Va.
John Reese	Broomfield, W. Va.
O. C. Richard	Reynoldsville, W. Va.
667 G. W. Robinson	New Milton, W. Va.
W. M. Rose	Smithfield, W. Va.
A. P. Shreve	Lowman, W. Va.
Jasper Shriver	Wadestown, W. Va.
Chas. H. Skinner	Weston, W. Va.
Hugh Smith	West Union, W. Va.

Name.	Location.
H. L. Smith	Broomfield, W. Va.
Jacob C. Smith	West Union, W. Va.
James Smith	Camp, W. Va.
P. A. Smith	Camp, W. Va.
Wm. Smith	West Union, W. Va.
Wm. Smith	Earnshaw, W. Va.
W. F. Smith	West Union, W. Va.
Ray Tomerville	Wolf Summit, W. Va.
G. H. Spray	Shirley, W. Va.
T. B. Spruce	Rosebud, W. Va.
Henry Sterling	Lowman, W. Va.
E. P. Stout	Freemansburg, W. Va.
Isaac Sturm	Worthington, W. Va.
Marion Tenant	Fairview, W. Va.
T. T. Toothman	Amos, W. Va.
S. T. Toothman	Mannington, W. Va.
Malinda Van Horn	Hundred, W. Va.
Ed Waggoner	Freemansburg, W. Va.
E. W. Waggoner	Freemansburg, W. Va.
Isaiah Weekley	Camp, W. Va.
N. Weekley	Mobley, W. Va.
J. W. Willey	Lowman, W. Va.
Fran Williams	Rosebud, W. Va.
Presley Williams	Kodal, W. Va.
Thos. Williams	Fairview, W. Va.
Mrs. N. F. Wilson	Mannington, W. Va.
John W. Wise	Wilbur, W. Va.
Ruben Wise	Wilbur, W. Va.
J. P. Wright	Worthington, W. Va.
D. F. Yonst	Mannington, W. Va.
F. A. Yost	Mannington, W. Va.
Festus Yost	Amos, W. Va.
L. J. Zirkle	Brown, W. Va.
Harrison Grubb	Worthington, W. Va.
W. J. Hibbs	Weston, W. Va.

668 ("EXHIBIT C" WITH THE FOREGOING PETITION.)

EXHIBIT "C."

Know all men by these presents:

That the Philadelphia Company of West Virginia, a corporation of the State of West Virginia, and the Citizens Trust and Guaranty Company of West Virginia, of Parkersburg, West Virginia are held and firmly bound unto W. M. Curry in the sum of One Thousand and No/100 (1,000.00) Dollars, lawful money of the United States of America, to be paid to the said W. M. Curry, his heirs, executors, administrators and assigns, to which payment, well and truly to be made, the said The Philadelphia Company of West Virginia and the

Citizens Trust and Guaranty Company of West Virginia bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Witness the common seal of The Philadelphia Company of West Virginia and the hand of its President, and the corporate seal of said surety, this 17th day of June, A. D. 1912.

Whereas, the said The Philadelphia Company of West Virginia, under lawful authority, has surveyed a route for, and is about to construct a sixteen-inch pipe line for the transportation of natural gas from its Pump Station No. 18, Freemans Creek District, Lewis County, West Virginia, to connect with the sixteen-inch line on the Sarah Maloney farm in McClellan District, Doddridge County, West Virginia, over and upon, inter alia, certain lands of W. M. Curry situate in Union District, Harrison County, West Virginia, bounded by lands of H. Richards, B. F. Boner, E. D. Ferris et al., the route described being as follows, to-wit:

Beginning at the line of H. Richards, at a point S. 45° 45′ E. 395 feet distant from Post, corner to B. F. Boner, H. Richards and W. M. Curry; thence N. 19° 45′ W., 224 feet to a point N. 10° 669 00′ E., 273 feet to a point N. 10° 15′ E., 59 feet to line of B. F. Boner, at a point N. 32° 30′ E., 309 feet distant from Post, corner aforesaid, a total distance of 556 feet.

And thence beginning again at the line of B. F. Boner, at a point S. 14° E., 80 feet from Stone, corner to E. D. Ferris, B. F. Boner and W. M. Curry.

Thence N. 5° 00′ W., 71 feet to line of E. D. Ferris, at a point S. 86° 30′ E., 17 feet distant from said corner.

A total distance of 71 feet.

And whereas, the said The Philadelphia Company of West Virginia is desirous of obtaining an easement or right of way over the said land twenty (20) feet in width, or ten (10) feet on each side of the above described center line, and is unable to agree with the said W. M. Curry upon the amount to be paid for the said right of way, and is condemning, under its power of eminent domain, the said right of way, in accordance with the provisions of the Act of 1907:

Now the condition of this obligation is such that if the above bounden The Philadelphia Company of West Virginia, its successors and assigns, or the said Citizens Trust and Guaranty Company of West Virginia, its successors and assigns, or either of them, shall and do well and truly pay, or cause to be paid unto the said W. M. Curry the damages he may sustain by reason of the construction of the said pipe line over the property aforesaid, and all the damages he may sustain by reason of the entering upon said land by The Philadelphia Company of West Virginia, and shall pay all 670 such sums as are by law payable by reason of the premises, then this obligation to be void; otherwise to be and remain in full force and virtue.

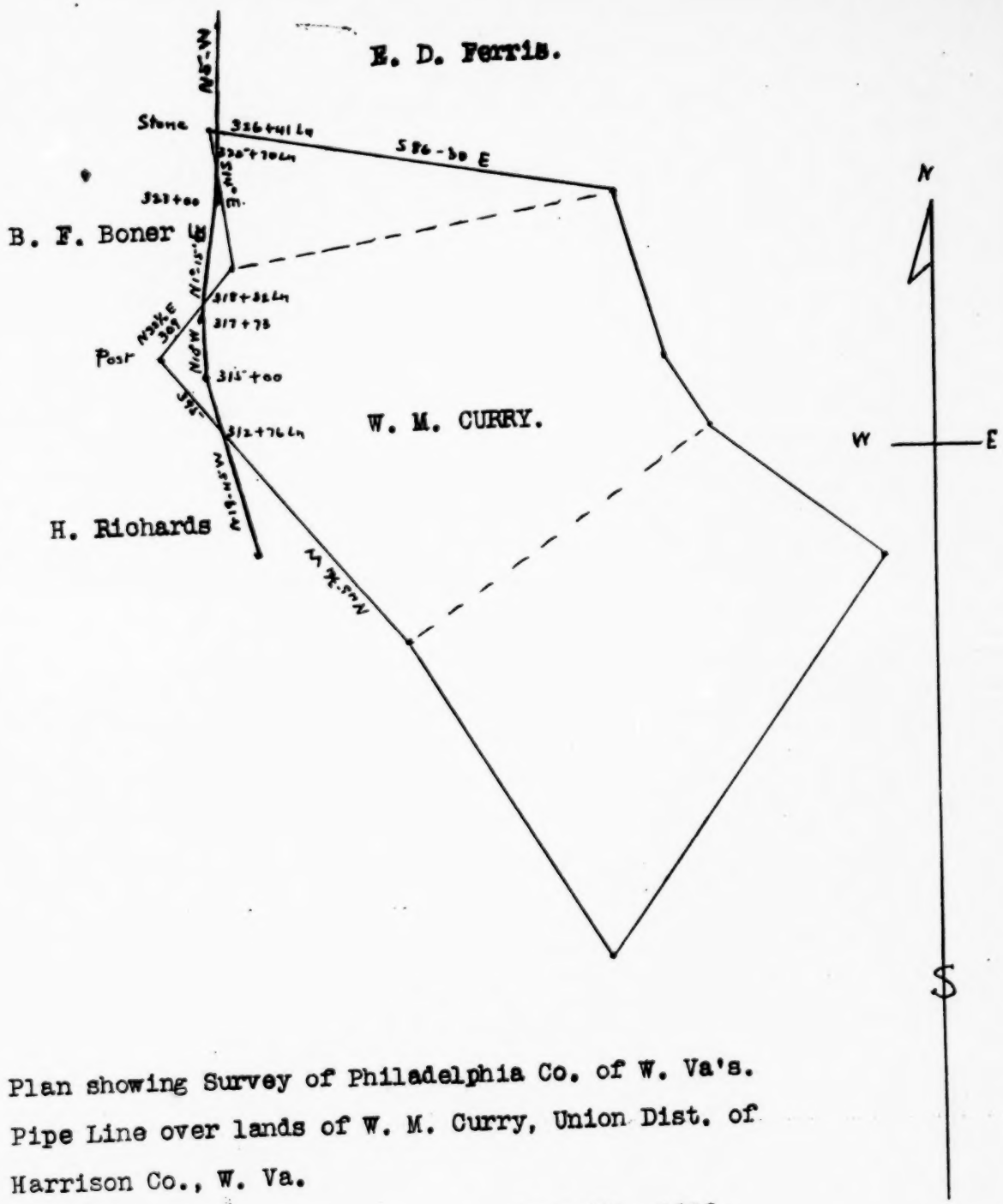
[SEAL.] THE PHILADELPHIA COMPANY OF WEST VIRGINIA,
By J. F. GUFFEY,
President.

Attest:
W. B. CARSON,
Secretary.

[SEAL.] CITIZENS TRUST AND GUARANTY COMPANY OF WEST VIRGINIA,
By WM. H. TAYLOR,
Its Attorney in Fact.

Attest:
W. FRANK DENNISON,
Agent.

(Here follow plans of survey of Philadelphia Co. of West Va., marked pages 671-671½.)



Plan showing Survey of Philadelphia Co. of W. Va's. Pipe Line over lands of W. M. Curry, Union Dist. of Harrison Co., W. Va.

Scale: 1" = 40 rods.

June 4th, 1912.

672 ("EXHIBIT D" WITH THE FOREGOING PETITION.)

W. M. Curry:

You are hereby notified that on the 22nd day of June, A. D. 1912, at 9 o'clock A. M., or as soon thereafter as counsel can be heard, The Philadelphia Company of West Virginia will present to Honorable Charles W. Lynch, Judge of the Circuit Court of Harrison County, West Virginia, at Clarksburg, West Virginia, for the approval of said Court, the bond of said Company, with surety, in the sum of One Thousand Dollars and no/100 ($1,000.00), to secure to you the damage properly payable for an easement in your land situated in Union District, Harrison County, West Virginia, for the construction of a sixteen inch pipe line for the purpose of transporting natural gas.

A plan will be attached to said bond showing the route of the said pipe line over your land.

A petition will be presented at the same time and place, praying the Court, inter alia, that the said bond be approved; that the possession of the said easement be at once given to the petitioner, and that commissioners be appointed to determine the amount to be paid for said easement.

Unless exception to the form, amount of surety be filed within three (3) days after presentation, the said bond may be approved by the Court.

This 17th day of June, A. D. 1912.

THE PHILADELPHIA COMPANY OF WEST VIRGINIA,
By DAVIS & DAVIS,
Counsel.

673 STATE OF WEST VIRGINIA,
County of Harrison, ss:

R. E. Clark, being duly sworn, deposes and says:

That he is the Agent of The Philadelphia Company of West Virginia, duly authorized by the said Company to agree, if possible, with the owners of land for easement in, on or over their land for the construction of pipe lines for the purpose of transporting natural gas and failing to agree, to tender bonds to secure to the owners the payment of damages properly payable for such easements; and he further says that in pursuance of his duties, he, on the 17th day of June, 1912, called upon W. M. Curry of Union District, Harrison County, West Virginia, and then and there attempted to agree, in behalf of the said Company, with the said W. M. Curry as to the damage properly payable to him for an easement over certain land in Union District, Harrison County, West Virginia, for the construction of a sixteen-inch pipe line for the purpose of transporting natural gas on the lines, courses and distances described in the bond hereto annexed, but the said W. M. Curry refused to agree therefor, after he had offered to him the fair market price for said easement,

to-wit: the sum of Three Dollars per rod; that failing to agree he then and there tendered the annexed bond to the said W. M. Curry to secure to him the payment of damages properly payable for such easement, but the said W. M. Curry refused to accept the said bond; and that thereupon he served the annexed notice on the said W. M. Curry, on the 17th day of June, A. D. 1912, about the time of 2.30 o'clock P. M.

(Signed) R. E. CLARK.

Sworn to and subscribed before me this 18th day of June, 1912.

(Signed) S. P. CARNEY,
Notary Public.

My Commission expires: January 26, 1921.

674 (*Order. Entered June* 22, 1912; *Recorded in Law Order Book No.* 36, *Page* 64.)

In the Circuit Court of Harrison County, West Virginia. In Vacation.

THE PHILADELPHIA COMPANY OF WEST VIRGINIA, a Corporation,

VS.

W. M. CURRY et als.

Condemnation Proceeding.

This day came The Philadelphia Company of West Virginia, by counsel, and tendered to the judge of said Court, in vacation, its bond in the penalty of One Thousand Dollars ($1,000.00) with Citizens Trust & Guaranty Company of West Virginia, a corporation, as surety, to secure W. M. Curry in the payment of any damages properly payable to him by reason of said The Philadelphia Company of West Virginia, taking possession of an easement or right of way through the lands of the said W. M. Curry, situate in Union District of Harrison County, West Virginia, for the purpose of constructing, operating and maintaining a pipe line for the transportation of natural gas, to which bond a plan is attached showing the route of the proposed line over said land; and at the same time tendered to the Court and asked leave to file its petition, duly verified, with the exhibits filed therewith, praying inter alia that the said bond be approved and that possession of the said easement be given to the said The Philadelphia Company of West Virginia; and in support of the said petition tendered and asked leave to file the affidavit of Robert E. Clark.

And it appearing from proper return thereof that five days' notice has been given by the said The Philadelphia Company of West Virginia to the said W. M. Curry that it would on this day
675 present said bond to the Judge of said Court, which notice states the time and place for the presentation of said bond, and would also present its petition praying the court among other

things to approve the said bond and give immediate possession of the said easement to the said applicant, it is ordered that the said notice, said petition and exhibits and the said affidavit be and the same are hereby filed and this proceeding docketed.

On consideration whereof the Court is of opinion to approve the said bond unless within three days from this date the defendant shall except to the form, amount or surety of the said bond and file such exceptions with the Clerk of this Court. And to this end the further hearing of this proceeding is continued until the 29 day of June, 1912, in chambers.

Given under my hand this the 22nd day of June, 1912.

(Signed) CHARLES W. LYNCH,
Judge Circuit Court of Harrison County.

To I. Wade Coffman, clerk:

Enter the foregoing order as a vacation order this 22nd day of June, 1912.

(Signed) CHARLES W. LYNCH,
Judge of the Circuit Court of Harrison County, West Virginia.

676 (*Order. Entered June 29th*, 1912; *Recorded in Law Order Book No.* 36, *at Page* 69.)

In the Circuit Court of Harrison County, West Virginia. In Vacation.

THE PHILADELPHIA COMPANY OF WEST VIRGINIA, a Corporation,

VS.

W. M. CURRY et als.

Condemnation Proceeding.

This day again came The Philadelphia Company of West Virginia, by counsel, and moved the Court for an order approving the bond heretofore tendered in this case, and asked that the same be filed for the benefit of the said W. M. Curry and of said applicant. And no exceptions to the form, amount or surety of said bond having been filed by the said W. M. Curry before the Clerk of this Court within the time specified by former order entered herein, and the said defendant having failed to appear the Court is of opinion to approve the said bond and both hereby approve the same. And it is ordered that the said bond, with the plan thereto attached be and the same is hereby filed for the benefit of the said W. M. Curry and of said applicant.

And the Court doth find and orders and directs that the petitioner, The Philadelphia Company of West Virginia, is a pipe line Company organized for the purpose of transporting carbon oil and

natural gas or both, and as such has the right to and may at any time, immediately if necessary, enter upon the said easement and right of way for the purpose of constructing the pipe line mentioned and described in said petition; which easement or right of way is twenty (20) feet in width, or ten (10) feet on each side
677 of the center line, which center line is described as follows: Beginning at the line of H. Richards at a point S. 45° 45′ E. 395 feet distant from a post, corner to B. F. Boner, H. Richards and W. M. Curry; thence N. 19° 45′ W. 224 feet to a point; N. 10° 00′ W. 273 feet to a point; N. 10° 15′ W. 59 feet to the line of 30′ E. 17 feet distant from said corner, being a total distance of 71 feet.

Given under my hand this the 29th day of June, 1912.

(Signed) CHARLES W. LYNCH,
Judge of the Circuit Court of Harrison County, West Virginia.

To I. Wade Coffman, clerk:

Enter the foregoing order as a vacation order this 29th day of June, 1912.

CHARLES W. LYNCH,
Judge of the Circuit Court of Harrison County, West Virginia.

678 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on June 22, 1912, and of the orders made and entered on June 22, 1912 and June 29, 1912, in the condemnation proceeding of The Philadelphia Company of West Virginia, a corporation, versus W. M. Curry, lately pending in said Circuit Court of Harrison County, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 29th day of January, 1921.

[Seal of the Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Harrison County, State of West Virginia, do certify that I. Wade Coffman, by whom the foregoing attestation was made, was, at the date thereof, Clerk of said court duly qualified and that the said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 31st Day of January, 1921.

HAYMOND MAXWELL. [SEAL.]

679 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Harrison County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of the Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

680 [Endorsed:] The Philadelphia Company of West Virginia vs. W. M. Curry. Condemnation of Pipe Line Right of Way.

681 CARNEGIE v. SWIGER COND. W. VA. EX. 49.

EX. W. VA. No. 49. O. L. H.

In the Circuit Court of Harrison County, West Virginia.

CARNEGIE NATURAL GAS COMPANY

v.

A. G. SWIGER et al.

Condemnation for Pipe Line Right of Way.

Petition.

Filed July 11, 1911.

To the Honorable Chas. W. Lynch, Judge of said Court:

The petition of the Carnegie Natural Gas Company respectfully represents;

1st. Your petitioner is a corporation organized under the laws of the state of Pennsylvania and authorized to do business in the state of West Virginia under the laws of said State, for the purpose of mining, boring, digging for or otherwise obtaining from the earth petroleum rock or carbon oils and natural gas and manufacturing, buying, selling and transporting the same in the crude and the refined states; for the purpose of constructing and maintaining lines

of tubing and piping for the transportation of such oils and gas or either of them, for the public generally as well as for the use of said corporation; for the purpose of transporting such oil or gas or either of them by means of such pipes and selling and supplying the same to others and generally for the purpose of doing such acts and carrying on such business as pertains to such works and improvements. Your petitioner is by virtue of the laws of said state of West Virginia a common carrier of natural gas; and is recognized by the administrative department of said state as the owner and operator of pipe lines within said state used for the transportation of gas for public use, and the said petitioner, as such pipe line company and public service corporation, regularly makes to the Board of Public Works of said state a return in writing required by Section
682 84 Chapter 29 of the code of said state; and the said petitioner is by said Board of Public Works duly and regularly assessed for taxes as such pipe line company and public service corporation. Its tax paid to the said state for such purpose during the year 1910 amounted to $23,441.02.

2nd. Your petitioner since its incorporation and since receiving its authority to do business in the state of West Virginia, has been engaged in the business of producing and marketing natural gas and at present is supplying gas to 8 school houses, one church, 65 dwelling houses, 2 oil and gas companies, and 5 drilling contractors within the state of West Virginia, a true and correct list of which consumers is attached hereto and made part hereof, marked Exhibit "A;" that your petitioner is also supplying gas to 770 customers outside of said state of West Virginia.

3rd. Your petitioner is constantly increasing the number of its consumers and it is desirous of largely increasing its sales of gas in the various counties of West Virginia traversed by its lines. Your petitioner is ready and willing to sell gas to all parties within reaching distance of its pipe lines who apply for the same at reasonable fixed rates which are in general effect throughout the state of West Virginia, and which rate is as follows: 25 cents per thousand cubic foot of gas; also flat rate of $1.50 per month for one fire. Your petitioner being a public service corporation as hereinbefore stated is ready and willing to furnish gas at all times to the public, as aforesaid.

4th. Your petitioner is the owner of seven producing gas wells in and about Logansport in Harrison County, West Virginia, and desires to connect said gas wells with the main pipe line of your petitioner near Dola in said Harrison County. The only practical route from said gas wells to said main pipe line, passes through the lands of A. G. Swiger, hereinafter more particularly described.
683 Your petitioner is now and has been paying rentals on said gas wells amounting to $2,500.00 per year, and has been getting no gas for the reason that it has had no pipe line through which to transport same, while the gas from said wells is being drained by other gas wells upon other and neighboring lands.

5th. Desiring to construct such pipe line as aforesaid, the officers of the said Carnegie Natural Gas Company, your petitioner, provided for the construction of a pipe line from the said seven wells near Logansport, Harrison County, West Virginia, to the main line of your petitioner at or near Dola, for the purpose of transporting gas from said seven wells and furnishing and selling said gas to such persons within and without the state of West Virginia as might desire the same.

6th. In compliance with said order the Carnegie Natural Gas Company, your petitioner, had a survey made of the said proposed pipe line, which survey was adopted by the said Company and determined upon as the route best adapted to the Company's purposes, and was located so that the same does not pass within one hundred feet of any occupied dwelling house, nor does it take nor pass through any dwelling house, yard or garden, nor does it lie wholly or in part in any municipal corporation. The only pipe line which your petitioner intends to lay upon said route will be six inches in diameter; will be used exclusively for the transportation of natural gas; it is necessary to supply with gas the aforesaid consumers and such new consumers within said county and state and elsewhere as your petitioner expects to secure in the near future; and it will be buried under the surface of the ground to such a depth as not to interfere with the use of the land for agricultural purposes.

7th. The said proposed pipe line passes over and upon land belonging to A. G. Swiger, situate in Eagle District, Harrison
684 County, West Virginia, and bounded as follows: On the north by lands of J. N. Swiger and J. C. Bartlett, on the east by lands of C. D. Robinson, on the south by lands of Josephine Swiger heirs, A. G. Swiger and others, and on the west by lands of Omer Swiger, S. R. Michael and others, and the route of said pipe line through said land of A. G. Swiger is described as follows: beginning in the division line between the said land of A. G. Swiger and the land of C. G. Robinson 264 feet distant from the north end of said division line, which north end is a stake corner between said Robinson and Swiger and 99 feet distant from a stone corner to said C. D. Robinson and A. G. Swiger at the southern end of said division line, thence through the lands of said A. G. Swiger N. 84° 25′ W. 1,268 feet to a stake, thence N. 71° 50′ W. 603 feet to a stake, thence S. 84° 35′ W. 304 feet to a stake, thence S. 62° 35′ W. 405 feet to a stake, thence S. 54° W. 208 feet to a point in the division line between the lands of said A. G. Swiger and S. R. Michael, which point is 346½ feet distant from the southern end of said division line and 106 feet distant from the northern end of said division line, which northern end is a white oak corner tree between said Swiger and Michael, a total distance of 2,788 feet. No oil tank, station or building is to be erected or placed upon any part of the said premises sought to be taken by the peitioner.

8th. Your petitioner attempted to purchase from said A. G. Swiger an easement or right of way over his lands for the purpose of con-

structing thereon a pipe line as above described for the transportation of gas along the route aforesaid, and your petitioner offered to said A. G. Swiger a fair market price for the said easement, and through its agent, F. M. Kellar, made a- offer in writing to the said A. G. Swiger, and offered him the sum of $225.00 for such easement and right of way, and in said writing made a tender of such sum for such purpose, but the said A. G. Swiger would not agree with
685 your petitioner upon the damage properly payable for such easement, and would not agree with your petitioner upon a fair price for such easement and right of way, and refused to accept said offer of $225.00 for said easement and right of way, and refused to accept said sum so tendered to him for such purpose, and has refused to give and grant to your petitioner a right of way or easement for said pipe line; your petitioner thereupon, through its agent F. M. Kellar, tendered to the said A. G. Swiger a bond executed by petitioner, Carnegie Natural Gas Company, in the sum of $700.00 with the Fidelity Trust and Deposit Company of Maryland as surety, together with a plan attached thereto showing the location of said proposed pipe line in accordance with the terms of the act of the legislature of West Virginia in such cases made and provided, which bond with plan attached thereto is herewith filed made part hereof, marked Exhibit "B". The said Fidelity Trust & Deposit Company of Maryland, is a trust company duly authorized under the laws of West Virginia, and doing business in said state; the said company has in all respects complied with the requirements of said state, and is and has for many years been amply solvent and well able to perform all of its obligations, and the said company is in fact a good and sufficient security for the bond above mentioned. Said written offer and tender made by your petitioner to said A. G. Swiger hereinbefore set forth is herewith filed, marked Exhibit "C" and made part hereof.

9th. The said A. G. Swiger refused to accept the said bond and thereupon said F. M. Kellar on the — day of July, 1911, served upon the said A. G. Swiger a notice that the said bond would be presented to court to be approved and filed for his benefit on the 11th day of July, 1911, a copy of which notice together with proof of service sent out is herewith filed, made part hereof, and
686 marked Exhibit "D".

10th. The said A. G. Swiger is the sole owner of the land hereinbefore described over which said right of way is proposed to be taken by your petitioner. The only liens on said real estate are th following: vendor's lien reserved in deed of Elisha P. Hall and wife to A. G. Swiger bearing date of 30th day of April, 1888, and recorded in the office of the Clerk of the County Court of Harrison County, West Virginia, in Deed Book No. 74, page 332, and vendor's lien in deed of John T. Swiger to A. G. Swiger, bearing date of 29th day of September, 1891, and recorded in said County Clerk's office in Deed Book No. 83, page 506. That the only claims against said real estate are the following: the Hope Natural Gas Company is the

owner of oil and gas rights upon said land by virtue of a lease from said A. G. Swiger, bearing date of 21st day of December, 1908, and recorded in said County Clerk's office in Deed Book No. 176, page 162. Your petitioner is informed and believes that the Swiger Coal Company is the owner of certain coal rights in said lands, the nature of which is unknown to your petitioner. The said Swiger Coal Company is a corporation organized under the laws of the state of West Virginia. There are no other liens against said real estate nor conflicting claims thereto. The said John T. Swiger has departed this life and J. Allen Swiger was appointed his administrator by the County Court of Harrison County, West Virginia, and duly qualified as such according to law. Your petitioner also caused to be served upon the said Elisha P. Hall, J. Allen Swiger, Administrator of John T. Swiger, deceased, Hope Natural Gas Company and Swiger Coal Company the same notice that was served upon said A. G. Swiger aforesaid, as will appear from the return endorsed upon the back of said notice, marked Exhibit "D".

687 11th. Petitioner avers that the pipe line which it proposes to build is an internal improvement for public use; that delay in securing said right of way will interfere with the proper development of its gas territory in this vicinity, and will interfere with the performance of its duty to the land owners who have made oil and gas leases to your petitioner, and will also injuriously delay its consumers in obtaining the necessary supply of gas. Your petitioner further avers that no other market is available for the product of the aforesaid seven wells near Logansport in said Harrison County, and that said wells are at present and have been for a long period of time shut in because of the fact that their products cannot be market without use of the pipe line hereinfore described.

12th. Your petitioner under the law has the right to acquire and take the said right of way or easement in and by this petition, application and bond.

Wherefore, your petitioner prays this Honorable Court to approve said bond and to direct that the same be filed for the benefit of the said A. G. Swiger, and for the benefit of said Elisha P. Hall, J. Allen Swiger, Administrator of John T. Swiger, deceased, Hope Natural Gas Company and Swiger Coal Company, if they or any or either of them are entitled to any benefit, in accordance with the act of the Legislature of West Virginia in such cases made and provided. Your petitioner further prays that it be allowed to enter upon said easement through the lands of said A. G. Swiger as soon as the said bond has been approved, for the purpose of constructing a pipe line without delay; your petitioner further prays that commissioners may be appointed by this court to ascertain a just compensation to said A. G. Swiger, and to said Elisha P. Hall, J. Allen Swiger, Administrator of John T. Swiger, deceased, Hope Natural Gas Com-
688 pany and Swiger Coal Company, if they are entitled to any compensation, for the use of said easement or right of way over, in and upon the lands hereinbefore described and proposed to

be taken by your petitioner for the purpose and use aforesaid, and that such proceedings may be had in the premises as conform to law. And petitioner prays for such other further and general relief as the nature of its case may require. And it will ever pray, etc.

(Signed) CARNEGIE NATURAL GAS COMPANY,
By HALL & HALL,
Counsel.

HALL & HALL,
Attorneys for Petitioner.

STATE OF PENNSYLVANIA,
Allegheny County, To wit:

Norwood Johnston, being duly sworn, says that he is the Vice-President of the Carnegie Natural Gas Company, a acorporation, the petitioner named in the foregoing petition, and that he knows the contents thereof; that the facts and allegations therein contained are true, except such as are therein stated upon information and belief, and that as to such allegations he believes them to be true.

(Signed) NORWOOD JOHNSTON,
Vice-President of the Carnegie Natural Gas Company, a Corporation.

Taken, sworn to and subscribed before me, in the county of Allegheny and state of Pennsylvania, this 8th day of July, 1911.

[Official Seal.]

(Signed) HENRY T. HAMILTON,
Notary Public in and for Allegheny County, Pennsylvania.

My commission expires March 3, 1915.

689 STATE OF PENNSYLVANIA,
Allegheny County, To wit:

I, Wm. B. Kirker, Clerk of the Common Pleas Court in and for said county, which court is a court of record, having a seal, do hereby certify that Henry T. Hamilton, before whom the foregoing verification or proof of the foregoing petition was taken was, at the time of taking the same, a notary public residing and authorized to act in said county, and was duly authorized by the laws of said state to take and administer oaths in said county and state and to certify to the same, and further that I am well acquainted with the hand writing of the said Henry T. Hamilton and that I verily believe that the signature to said verification and proof is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, this 8th day of July, 1911.

[Official Seal.] (Signed) WM. B. KIRKER,
Clerk of the Common Pleas Court of Allegheny County, Pennsylvania.

690 (EXHIBIT "A" FILED WITH THE PETITION.)

List Consumers Using Gas and Supplied by Carnegie Natural Gas Company of Pittsburgh, Pennsylvania.

Earnshaw, West Virginia:

U. R. Horner,
M. Teagarden,
W. S. Kern,
Frank Smith,
F. B. Smith,
J. T. Hughes,
R. L. Hughes,
Frank Hupp,
Ben Earnshaw,
Simon Higginbotham,
W. E. Higginbotham,
Oliver McGill,
Carneys School # 2,
Cottentown " # 4,
Round Bottom " # 7,
Rock Camp " # 8,
Earnshaw " # 10,
S. S. Teagarden " # 14,
Christian Church.

Wadestown, West Virginia:

Mt. Tabor School,
St. Cloud School.

Burton, West Virginia:

Geo. M. Stockdale.

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Hundred, West Virginia:

T. J. White,
W. O. Spitznogle,
W. B. Durbin,
F. M. Anderson,
Wm. Wright,
Rex Milliken,
Spencer Main,
S. S. Teagarden,
Chas. Kimble,
Nat. Kennedy,
A. Hixenbaugh,
John Taylor,

Mannington, West Virginia:

R. E. Dodd.

Farmington, West Virginia:

E. L. Criss,
J. W. Efaw,
Isaac Kuhn,
Peter Henigen,
L. B. Kerr,
Walter Eby,
Ben Stewart.

St. Cloud, West Virginia:

D. A. Six,
S. W. Gilmore,
M. L. White,
J. L. White,
Chas. White,

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E. E. White,
Oliver Ross,
J. G. White.

Smithfield, West Virginia:

C. L. Bock,
J. H. Bock.

Folsom, West Virginia:

John Robinson,
Mrs. Criss Bates,
Artie Dye,
Lee Bates,
F. A. Miller,
Jas. Cairns.

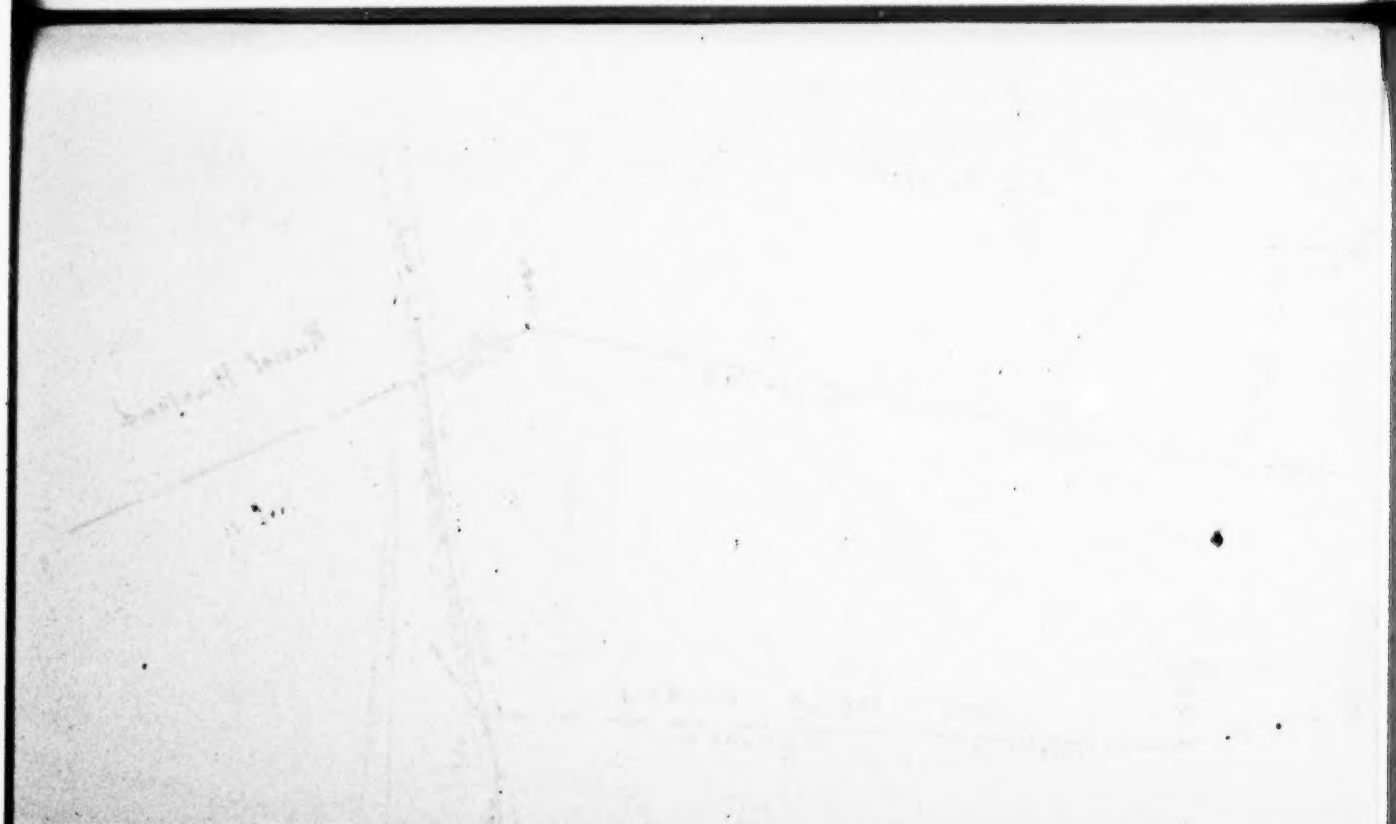
Atwood, West Virginia:

Dora McHenry,
Atwood School.

Maple, West Virginia:

John Stiles,
Mary A. White,
Jno. & S. L. White,
Geo. M. Six,
J. L. Smith.

FOLDOUT(S) IS/ARE TOO LARGE TO BE FILMED



Dola, West Virginia:

H. E. Cayton,
B. Hall.

Rivesville, West Virginia:

Ellis Eddy.

693

Sedalia, West Virginia:

Jas. A. Garrett.

Reader, West Virginia:

W. F. Burgess.

Hero, Pennsylvania:

L. C. Billingsley.

Jollytown, Pennsylvania:

Minor Thomas,
Eliza Thomas,
Henderson Thomas.

Also, to N. S. Snyder & Company, gas supplied to pump Satterfield Well, #1, Mannington District, Marion County, W. Va.

The Philadelphia Gas Company to pump Barney Benner, #1, Battelle District, Monongalia County, W. Va.

And, the following Contractors, for drilling other than the Carnegie Natural Gas Companies' wells.

Weston, West Virginia:

George Hatzel.

Shinnston, West Virginia:

S. W. Barnhart.

Clarksburg, West Virginia:

J. W. Agnew,
Barris & Harkness.

Bellevue, Penna.:

C. W. McCall.

(Here follows map showing proposed 6" gas line through lands of A. G. Swiger, marked page 693*a*.

695 (EXHIBIT "B" FILED WITH THE PETITION.)

Know all men by these presents, that we, the Carnegie Natural Gas Company a corporation, principal, and Fidelity and Deposit Company of Maryland sureties, are held and firmly bound unto A. G. Swiger in the just and full sum of ($700.00) Seven Hundred Dollars, to the payment whereof well and truly to be made to the said A. G. Swiger, as aforesaid, we bind ourselves, our executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 16th day of March, 1911.

The condition of the above obligation is such, that whereas the above bound and named, Carnegie Natural Gas Company, is derirous of securing an easement for a right of way over the lands of the said A. G. Swiger, situate in Eagle District, Harrison County, West Virginia, for the purpose of laying and constructing a pipe line for the purpose of transporting natural gas and constructing telegraph and telephone lines,—a plan or plat of which easement and right of way is attached to and made a part of this bond,—and marked for identification exhibit "A." And whereas the said Carnegie Natural Gas Company has attempted to agree with said Swiger upon a price or upon the damages, or both for said easement or parcel of land. And whereas said company and said Swiger have failed to agree upon the said price and damages. And whereas said gas company is desirous of taking possession of said parcel of land or easement at once for the purpose of laying a pipe line upon the same, as provided by Section 20 of chapter 74 of the Acts of 1907 of West Virginia, in advance of the fixing of the said damages or price, in the manner provided by said chapter.

Now, therefore, if the said Carnegia Natural Gas Company
696 shall pay to said A. G. Swiger any and all damages which he might sustain or incur by reason of said Carnegie Natural Gas Company taking possession of said easement and right of way and laying a pipe line upon the same, then the above obligation to be void, otherwise to remain in full force and effect.

(Signed) CARNEGIE NATURAL GAS CO., [SEAL.]
By S. W. MEALS,
Div. Supt.

FIDELITY AND DEPOSIT CO. OF MD.,
WILLIAM H. TAYLOR,
Attorney in Fact.

Attest:
[SEAL.] R. N. JENKINS,
Agent.

STATE OF WEST VIRGINIA,
County of Wetzel, To wit:

F. M. Kellar, being duly sworn, deposes and says: That he is the Agent of the Carnegie Natural Gas Company, duly authorized by

said Company to agree, if possible, with the owners of land for an easement in, on and over their lands for the construction of pipe lines for the purpose of transporting natural gas, and failing to agree, to tender bonds to secure the owners the payment of damages properly payable for such easement; and he further says that in pursuance of his duties, he, on the 17th day of March, 1911, called upon A. G. Swiger of Eagle District, in the County of Harrison and State of West Virginia, and then and there attempted to agree, in behalf of the said Company, with the said A. G. Swiger, as to the damage properly payable to him, for an easement in his land, situate in Eagle District, in the County of Harrison and State of West Virginia, for the construction of a six inch pipe line, on the lines, courses and distances described in the bond hereto annexed,
697 but that the said A. G. Swiger refused to agree therefor; that afterwards on the same day he offered to the said A. G. Swiger the fair market price for said easement, to-wit, the sum of Two Hundred and Twenty Five Dollars; that failing to agree he, on the 14th day of June, 1911, in the District of Eagle and County of Harrison and State of West Virginia, tendered the annexed bond to the said A. G. Swiger to secure him in the payment of damages properly payable for such easement, but that the said A. G. Swiger refused to accept said bond; and that thereupon he served the annexed notice on the said A. G. Swiger on the day, month and year last above written.

(Signed) F. M. KELLAR.

Taken, sworn to and subscribed before me in the County of Wetzel and state of West Virginia, this 15th day of June, 1911.

(Signed) J. B. WHITE,
Notary Public in and for
Wetzel County, West Virginia.

My commission expires Dec. 18" 1919.

698 EXHIBIT "COPY OF CERTIFICATE OF CARNEGIE NATURAL GAS COMPANY TO DO BUSINESS IN WEST VIRGINIA."

Filed August 15, 1911.

State of West Virginia.

Certificate.

I, Wm. O. Dawson, Secretary of State of the State of West Virginia, do hereby certify that the Carnegie Natural Gas Company, a corporation created and organized under the laws of the State of Pennsylvania, has this day presented to me in my said office, duly certified copies of the original articles of association and the amendments thereto, granted by the said state of Pennsylvania, together with a certified copy of the laws of the State last aforesaid under which the said Company was incorporated, and thereupon the fore-

going are each and all filed in this office, in compliance with section 30 of chapter 54 of the Code of West Virginia.

Given under my hand and the Great Seal of the said State, at the City of Charleston, this Fourth day of May 1899.

[G. S.] (Signed) STUART F. REED,
Secretary of State.

699 State of West Virginia.

Certificate.

I, Stuart F. Reed, Secretary of State of the State of West Virginia, do hereby certify that the foregoing is a true, full and correct copy of the certificate issued by the Secretary of State of the State of West Virginia, authorizing the Carnegie Natural Gas Company to hold property and transact business in the State of West Virginia, as appears from the records of my said office.

Given under my hand and the Great Seal of the said State, at the City of Charleston, this Second day of August 1911.

(Signed) STUART F. REED,
[G. S.] *Secretary of State.*

700 (EXHIBIT "D" FILED WITH THE PETITION.)

To A. G. Swiger, Elisha P. Hall, J. Allen Swiger, administrator of John T. Swiger, deceased; Hope Natural Gas Company, and Swiger Coal Company:

You are hereby notified that on the 11th day of July, 1911, at 9:00 o'clock, a. m., or as soon thereafter as counsel can be heard, Carnegie Natural Gas Company, a corporation, will present to Charles W. Lynch, Judge of the Circuit Court of the County of Harrison and State of West Virginia, at the Court House of Lewis County, West Virginia, in the town of Weston, Lewis County, West Virginia, during the vacation of the Circuit Court of said Harrison County, for approval by said court, a bond of the said Carnegie Natural Gas Company, with surety, in the sum of Seven hundred dollars, to secure you and each of you the damage properly payable for an easement in the land of said A. C. Swiger, situate in Eagle District, Harrison County, West Virginia, for the construction of a six inch pipe line for the purpose of transporting natural gas.

A plan is attached to said bond showing the route of the proposed pipe line over said land.

A petition will be presented, at the same time and place, to the court, praying, inter alia, that the said bond be approved and that possession of said easement be given to the petitioner.

Unless exceptions to the form, amount or surety of said bond be filed within three days after presentation, said bond shall be approved by the court.

This 1st day of July, 1911.

(Signed) CARNEGIE NATURAL GAS COMPANY,
By HALL & HALL,
Its Attorneys.

701 STATE OF WEST VIRGINIA,
Wetzel County, to wit:

This day personally appeared berfore me, the undersigned authority, F. M. Kellar, who, after being duly sworn, upon oath says that he executed the within notice on the within named A. G. Swiger and J. Allen Swiger, administrator of John T. Swiger, deceased, by delivering a true copy thereof to each of them, in the county of Harrison and State of West Virginia, on the 5th day of July, 1911; and that he executed the within notice on the within named Elisha P. Hall by delivering a true copy thereof, at his usual place of abode, to Lizzie Murphy, his daughter, who is a member of the family of the said Elisha P. Hall and above the age of sixteen years, and giving information of its purport to her, the said Elisha P. Hall being absent and not found and his wife not being found there, in the County of Harrison and State of West Virginia, on the 5th day of July, 1911; and that he executed the within notice on the within named Swiger Coal Company, a corporation, by delivering a true copy thereof to A. Gilbert Siger, attorney in fact for said Swiger Coal Company, a corporation, and the person appointed pursuant to law to accept service of process of said corporation, in the County of Harrison and State of West Virginia, the said County of Harrison being the county in which the said A. Gilbert Swiger resides, on the 5th day of July, 1911.

(Signed) F. M. KELLAR.

Taken, sworn to and subscribed before me in the County of Wetzel and State of West Virginia, this 7th day of July, 1911.

(Signed) L. S. HALL,
Notary Public in and for
Wetzel County, West Virginia.

My commission expires December 31st, 1919.

702 I, M. J. Rathbone, Attorney in fact for Hope Natural Gas Co., appointed pursuant to law for the purpose of accepting service of process against said corporation, hereby accepts service of the within process, in the County of Wood, State of West Virginia, which County of Wood is the County wherein I reside.

This, the 6th day of July, 1911.

(Signed) M. J. RATHBONE,
Attorney in Fact for Hope Natural Gas Co.

708 CARNEGIE NATURAL GAS COMPANY

VS.

A. G. SWIGER et al.

Upon Condemnation.

(*Order Entered Sept.* 29, 1911.)

The court having maturely considered the motion of defendants A. G. Swiger and the Swiger Coal Company made at a former day, for a continuance in order that they might be given further time to take additional testimony, which motion was supported by the affidavit of Charles G. Coffman, which was heretofore tendered and lodged with these papers, and is now filed, and is marked for identification "Affidavit of Charles G. Coffman relative to taking depositions of Norwood Johnson et als.," doth overrule the same, to which ruling of the court the said defendants except. Thereupon this proceeding came on to be further heard upon the pleas heretofore filed, issues joined thereon, upon the testimony taken upon the part of the petitioner, and upon the part of the defendants A. G. Swiger and the Swiger Coal Company, and upon all motions of whatever nature made by any of the defendants, heretofore. On consideration of said matters, and of the bond heretofore filed by the petitioner, Carnegie Natural Gas Co., with its petition, the court is of the opinion and doth find that the petitioner has the right to condemn in this proceeding, for the purposes set forth in its petition, the right of way and easement which it seeks to condemn herein, and which is fully described in the petition of said Carnegie Natural Gas Company, and the plat and bond filed heretofore herein. Thereupon the defendants A. G. Swiger and the Swiger Coal Company made a motion that the amount of the bond be ascertained by a jury, which motion the court overruled, to which ruling of the court the said defendants A. G. Swiger and the Swiger Coal Company except. The court is further of the opinion to, and doth hereby approve the bond heretofore tendered by the said Carnegie Natural Gas Co., the court finding the same sufficient in all particulars. And the court directs
704 that the said bond, with the plan thereto attached, be filed for the benefit of the owner, A. G. Swiger, and said Carnegie Natural Gas Company, and doth find, order and direct that the petitioner, Carnegie Natural Gas Company, has the right to, and may at any time, immediately, if necessary, enter upon said easement and right of way for the purpose of constructing the pipe line mentioned and described in the said petition of said Carnegie Natural Gas Company, which easement or right of way is described as follows: Beginning in the division line between the land of A. G. Swiger and the land of C. D. Robinson, 264 feet distant from the north end of said division line, which north end is a stake corner between said Robinson and said Swiger, and 99 feet distant from a stone corner to said C. D. Robinson and said A. G. Swiger at the southern end of said

division line, thence through the alnds of said A. G. Swiger N. 84 degrees, 25 Min. W. 1,268 feet to a stake thence N. 71 degrees 50 min., W. 603 feet to a stake thence S. 84 degrees and 35 min. W. 304 feet to a stake, thence S. 62 degrees and 35 min. W. 405 feet to a stake, thence S. 54 degrees W. 308 feet to a point in the division line between the lands of said A. G. Swiger and S. R. Michael, which point is 346½ feet distant from the southern end of said division line, and 106 feet distant from the northern end of said division line, which northern end is a white oak corner tree between said Swiger and said Michael, making a total distance of 2,788 feet; and the said easement or right of way passes over a certain tract of land of said A. G. Swiger, situate in Eagle District, Harrison County, West Virginia, which said tract is bounded as follows, to-wit: on the north by lands of J. N. Swiger and J. C. Bartlett, on the east by lands of C. D. Robinson, on the south by lands of Josephine Swiger heirs, A. G. Swiger and others, and on the west by lands of Omar Swiger, S. R. Michael and others.

705 To which rulings of the court in finding and adjudging that the petitioner Carnegie Natural Gas Company had the right to condemn said right of way and easement, and of the court in approving the said bond tendered by said Carnegie Natural Gas Company, and in adjudging that said Company had the right to enter upon said easement or right of way for the purpose of laying a pipe line thereon, the defendants, A. G. Swiger and Swiger Coal Company except.

Thereupon A. G. Swiger and the Swiger Coal Company moved the court for a rehearing of its findings and judgments in relation to the motion for a continuance, the right to condemn by the plaintiff, the approval of the bond tendered by plaintiff, and the right of the plaintiff to enter upon the lands of said A. G. Swiger, which motion is overruled, to which ruling of the court the said A. G. Swiger and the Swiger Coal Company object and except.

The defendants A. G. Swiger and Swiger Coal Company indicating a desire and intention to apply for an appeal and supersedeas in this proceeding, this order is suspended for a period of thirty days from the rise of this court for the purpose of allowing them to make application to the Supreme Court for said appeal and supersedeas. But this suspension is granted upon condition that the said A. G. Swiger and the Swiger Coal Company, or some one for them file with the Clerk of the Court a suspending bond in the penalty of five hundred dollars, conditioned according to law, within five days from this date, with good and sufficient surety, to be approved by the Clerk of this Court.

706 (*Mandate of Supreme Court, May* 27, 1913, *Affirming Orders of the Circuit Court. Recorded in Law Order Book No.* 35, *Page* 382.)

STATE OF WEST VIRGINIA:

At a Regular Term of the Supreme Court of Appeals, Continued and Held at Charleston, Kanawha County, May 27, 1913, the Following Order was Made and Entered, To Wit:

Absent: Judge Lynch.

CARNEGIE NATURAL GAS COMPANY, Plaintiff Below, Defendant in Error,

vs.

A. G. SWIGER et als., Defendants Below; A. G. SWIGER and SWIGER COAL COMPANY, Plaintiffs in Error.

Upon a writ of error and supersedeas to three judgments of the Circuit Court of Harrison County, rendered on the 18th day of July, 1911, the 8th day of August, 1911, and the 29th day of September, 1911, respectively.

The Court, having maturely considered the transcript of the record of the judgments aforesaid and the arguments of counsel thereon, is of opinion, for reasons stated in writing and filed with the record, that there is no error in said judgments. It is therefore considered by the Court that the judgments of the Circuit Court of Harrison County, rendered in this case on the 18th day of July, 1911, the 8th day of August, 1911, and the 29th day of September, 1911, respectively, be and the same are hereby affirmed, and that the defendant in error do recover from the plaintiffs in error thirty dollars damages and its costs about its defense in this Court in this behalf expended; all of which is ordered to be certified to the Circuit Court of Harrison County.

707 The decision of points in the foregoing case, as the same appears from the syllabus and written opinion prepared by Judge Miller, was concurred in by Judges Poffenbarger, Robinson and Williams.

A true copy.

Attest:

(Signed) WM. B. MATHEWS,
Clerk.

Taxation of Costs.

In the Supreme Court of Appeals of West Virginia.

CARNEGIE NATURAL GAS CO., D. E.,

vs.

A. G. SWIGER et als., P. E.

Affirmed May 27, 1913.

Plaintiff in Error's Costs.

Clerk	$5.20
Printing Record	....
Clerk of Circuit Court for Transcript	100.00
Sheriff, Serving process	....
Sheriff, Serving notice	....
Order of Publication	....
Attorney	....
Total	....

Defendant in Error's Costs.

Clerk, paid by Hall & Hall, Attys.	$3.80
Printing record paid by Carnegie Nat. Gas Co.	207.00
Clerk of Circuit Court-supp'l transcript	....
Sheriff Harrison Co. serving notice	1.50
Damages, Code Chap. 135, Sec. 27	30.00
Attorney	30.00
Total	....

Attest:
(Signed) WM. B. MATHEWS,
Clerk.

708 (*Order Entered February* 7, 1914; *Recorded in Law Order Book No.* 35, *Page* 58.)

CARNEGIE NATURAL GAS COMPANY

vs.

A. G. SWIGER et als.

Condemnation.

It appearing to the court that the commissioners heretofore appointed in this cause, returned their report to the clerk's office of this court on the 8th day of January, 1914, which report is ordered to be

and the same is filed herein. Thereupon came the defendant, A. G. Swiger, by his counsel, as well as Carnegie Natural Gas Company, by its counsel, and the said Swiger moved the court to set aside said report and recommit this cause to the same commissioners or to new commissioners selected according to law, and tendered and offered to file herein to support said motion, the affidavits of D. W. Kemper, Isaac L. Davisson and Marion T. Cunningham, which affidavits having been seen and inspected by the court are ordered to be and the same are hereby filed, and Carnegie Natural Gas Company by its counsel resisted said motion.

Upon consideration whereof, the court is of the opinion to and doth sustain said motion; and it is therefore ordered that said report be and the same is hereby set aside and that this cause be and the same is hereby recommitted to a new set of commissioners, to be ascertained according to law.

Thereupon, the court doth hereby nominate thirteen disinterested free holders of this county, to wit: Emery F. Monroe, T. J. Parrish,
C. E. Rogers, Henry Bennett, Jefferson Robinson, J. Fred
709 Dye, James F. Griffin, Marcus L. Riblett, Cree M. Bartlett,
Lee Boggess, Ferd Gore, Temple Smith and Clarence T. Harbert. And the petitioner, Carnegie Natural Gas Company, and defendant, Swiger, proceeded by counsel to ascertain, as provided by law, five of said thirteen free-holders to act as commissioners, which lot and choice fell upon the following named persons, to wit: Emery F. Monroe, Jefferson Robinson, Cree M. Bartlett, Ferd Gore and Clarence T. Harbert. And therefore, it is ordered by the court that the said five free-holders so selected to act as commissioners, after having been sworn according to law, do proceed with all convenient speed to view said premises and hear any proper evidence offered, and ascertain according to law, what will be a just compensation to the parties entitled thereto, for said right-of-way or easement proposed to be taken by the said applicant, that is to say, an easement or right-of-way for the construction, operation and maintenance of a pipe line, six inches in diameter, for the transportation of natural gas, to be laid on the line of said right-of-way as now located by courses and distances set out in a former order entered herein, including as well the damages, if any, to the residue of said real estate, on account of the work to be constructed. But deducting therefrom, the peculiar benefits, if any, to be derived in respect to such residue from the work to be constructed, and that the said commissioners do make report of their proceedings to this court in the manner required by law. But before said commissioners shall act, three days' notice in writing shall be served upon the defendant, A. G. Swiger, or his attorney of record.

710 (*Order Entered May* 8, 1914; *Recorded in Law Order Book No.* 37, *Page* 112.)

In the Circuit Court of Harrison County, West Virginia.

CARNEGIE NATURAL GAS COMPANY

vs.

A. G. SWIGER et als.

Condemnation.

This day came the Carnegie Natural Gas Company by its counsel, as well as A. G. Swiger by his counsel, and reported to the Court that an agreement had been reached by the respective parties, relative to the amount of compensation for the easement or right-of-way proposed to be taken by said applicant heretofore adjudicated, as well as for damages to the residue of said land beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed; and that said amount for the purposes aforesaid, shall take the place and be in lieu of an assessment by the commissioners heretofore appointed, and the same to be in full force and effect as if ascertained and reported by said commissioners, and the amount thereof and the purposes therefor as follows, to-wit: Four Hundred & Twenty-two and 40/100 Dollars will be a just compensation for the easement or right-of-way proposed to be taken by the said applicant, that is to say, an easement or right-of-way for the construction, operation and maintenance of a pipe line, six inches in diameter, for the transportation of natural gas, to be laid on the line of said right-of-way, as now located, said line being designated as follows, to-wit:

Beginning in the division line between the land of A. G. Swiger and the land of C. D. Robinson, 264 feet distant from the north end of said division line, which north end is a stake corner be-
711 tween said Robinson and said Swiger, and 99 feet distant from a stone, corner to said C. D. Robinson and said A. G. Swiger at the southern end of the said division line; thence through the lands of A. G. Swiger N. 84° 25′ W. 1,268 feet to a stake; thence N. 71° 50′ W. 603 feet to a stake; thence S. 84° 35′ W. 304 feet to a stake; thence S. 62° 35′ W. 405 feet to a stake; thence S. 54° W. 308 feet to a point in the division line between the lands of said A. G. Swiger and S. R. Michael, which point is 346½ feet distant from the southern end of said division line and 106 feet distant from the north end of said division line, which northern end is a white oak, corner tree between said Swiger and said Michael, making a total distance of 2,788 feet, including as well the damages to the residue of said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed.

And it appearing to the Court that the petitioner on the 5th day

of May, 1914, paid to A. G. Swiger the sum of Four Hundred & Twenty-two and 40/100 Dollars, being the amount of compensation which was agreed upon, as hereinbefore set out, and to which said defendant is entitled for the easement proposed to be taken and damages to the residue as aforesaid, it is ordered that a right of way or easement to lay, construct and maintain in, over and through the lands in the papers and proceedings in this cause described, and at the places designated by courses and distances aforesaid, a pipe line, six inches in diameter, for the purpose of transportation of natural gas for public use, so paid for by said applicant, for the purpose set out in the petition and application and the orders and proceedings herein, be and the same are hereby fully vested in the said petitioner, Carnegie Natural Gas Company, and that said Car-

712 negie Natural Gas Company do take and use for the purpose specified in said application and petition, that part of the land in respect to which such payment is made, and that said applicant shall do and have all the rights and privileges and franchises as heretofore adjudicated to said applicant and conferred upon it by law.

It is further ordered that the said applicant do pay all the costs of this proceeding which accrued in the Circuit Court of this county, the same to be taxed by the clerk, but is not to be taxed with any costs made by virtue of an appeal of this cause to the Supreme Court of this state.

Nothing further remaining to be done in this case, it is ordered that the same be and it is hereby dropped from the docket of the court.

713 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on July 11, 1911, and of the orders made and entered on September 29, 1911, May 27, 1913, February 7, 1914 and May 8, 1914, in the condemnation proceeding of Carnegie Natural Gas Company, a corporation, versus A. G. Swiger and others, lately pending in said Circuit Court of Harrison County, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 29th day of January, 1921.

[Seal of Circuit Court, Harrison County, West Virginia.]

I. WADE COFFMAN,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Harrison County, State of West Virginia, do certify that I, Wade Coffman, by whom the foregoing attestation was made, was, at the date thereof, Clerk of said court duly qualified and that the said attestation is due form of law and made by the proper officer.

Witness my hand and seal on this the 31st day of January, 1921.

HAYMOND MAXWELL. [SEAL.]

714 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Harrison County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of Circuit Court, Harrison County, West Virginia.]

I. WADE COFFMAN,
Clerk.

715 [Endorsed:] Carnegie Natural Gas Company vs. A. G. Swiger et al. Condemnation for Pipe Line Right of Way.

716 FAIRMONT V. THOMPSON COND. W. VA. EX. 50.

EX. W. VA. NO. 50. O. L. H.

(*Petition. Filed July* 2, 1910.)

In the Circuit Court of Harrison County, West Virginia.

THE FAIRMONT & GRAFTON GAS CO.

vs.

RICHARD V. THOMPSON, Guardian, &c.

Condemnation.

To the Honorable Charles W. Lynch, judge of the Circuit Court of Harrison County:

The undersigned petitioner, The Fairmont & Grafton Gas Company respectfully represents:

I. That petitioner is a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, for the purpose of transporting carbon oil, and natural gas or both, by means of pipes, or otherwise, for public use, as will appear from the charter granted to it by the State of West Virginia, on the 12th day of March, 1894.

II. That this petitioner was duly organized under and by virtue of its charter and proceeded to engage in the business and undertakings thereby allowed and is now so engaged; that it is producing large quantities of natural gas within the State of West Virginia, and is engaged in the business of transporting the same to market by means of certain lines or iron pipe or tubing constructed and maintained by it and that the natural gas so transported by said lines is being sold to the public in the following named incorporated cities, towns and villages, to-wit: the City of Grafton and the towns of Lumberport, Shinnston and Enterprise, all in the State of West Virginia, and other places in the State of West Virginia not incorporated and many persons not living in any city, town
717 or village are likewise being supplied with natural gas both for domestic and industrial uses by this petitioner, by means of its said system of pipe lines; that the transportation of said natural gas and the sale is for the use of the public generally for the purpose of supplying light and heat to such public; and that your petitioner is ready and willing at all times, and has so held itself out, to sell said gas to the public or any portion thereof, upon the payment of a reasonable price therefor.

III. That petitioner is now engaged in constructing lines of piping over and through the county of Harrison in the State of West Virginia, as it is by law authorized to do; that when the same are completed it is petitioner's purpose and intention to operate and maintain said pipe lines for the purpose of supplying natural gas to the inhabitants of the various incorporated cities, towns and villages hereinbefore mentioned, and to the public generally and for other lawful uses; that it desires to proceed with the construction of its said pipe line through the lands of Opal G. Thompson, Worthy R. Thompson and Ethel L. Thompson, all of whom are infants, and whose guardian is Richard V. Thompson, lying in the District of Clay, County of Harrison and State of West Virginia; that for the purpose of building, constructing and maintaining its said pipe line for the transportation of natural gas for the public uses hereinbefore set out, it desires to acquire an easement or right-of-way over, across and upon that portion of the land of the persons hereinbefore named, described particularly as follows:

Beginning at a point in line between lands of E. W. Thompson and of Worthy R. Thompson and others, which point is N 16° 45′ W 243 feet distant from a stone corner; thence with said line, N 16° 45′ W 31 feet to a point; thence S 57° 35′ E 397.5 feet to a point; thence S 65° 35′ E 485 feet to point in line of Nancy Rector; thence

with same N 78° 45′ W 88 feet to a point N 78° 45′ E 605
718 feet from a stone corner to E. W. Thompson; thence N 65°
35′ W 401 feet to a point; thence N 57° 35′ W 376.5 feet to the place of beginning, containing 38/100 of an acre, more or less.

IV. That petitioner files herewith as a part of this petition a plat of the said lands over which the said easement is proposed to be taken, marked "Thompson Plat."

V. That the strip of land hereinbefore described, upon which said easement is proposed to be taken, is owned in fee simple by the following named persons, to-wit: Worthy R. Thompson, Opal G. Thompson and Ethel L. Thompson, each of whom owns the undivided one-third of said land.

VI. That there are no liens upon the said land or claims thereto or outstanding estates therein or in any part thereof except as follows:

(*a*) an estate in all of the natural gas and the undivided seven-eighths of the oil held by T. J. Parrish and F. L. Grove under a conveyance made to them by Richard V. Thompson, Guardian and special commissioner, dated the 2nd day of May, 1910, and of record in the office of the Clerk of the County Court of Harrison County in Deed Book 186, page 318.

(*b*) a right of way for a pipe line supposed to be held by the South Penn Oil Company under and by virtue of a conveyance from Richard V. Thompson, Guardian, dated the 6th day of August, 1909, and of record in said Clerk's office in Deed Book No. 179, page 174.

VII. That all pipe lines to be laid or constructed by it in, upon and through said lands hereinbefore described and the right-of-way over which is now sought to be acquired, are to be and will be buried under the surface of the ground to such a depth as not to interfere with the use of the said land for agricultural purposes; that the pipe line which petitioner intends to lay and will
719 lay upon the said right-of-way will be ten (10) inches in diameter; that your petitioner intends to use and will use the said easement or right of way over and upon the land hereinbefore described for the purpose of constructing, maintaining and operating its said pipe line; which pipe line will be used for the public uses hereinbefore set forth; and that said easement or right of way is necessary for such purposes.

VIII. That in taking the said easement or right of way, so proposed to be taken by petitioner, it will not be necessary to take any dwelling house, yard or garden, nor will such be taken therein or thereby; that in taking said easement or right of way and appropriating the same to the public use hereinbefore set forth, it is not and will not be necessary to erect or lay any oil tank or gas or oil pipe line within one hundred feet of any occupied dwelling house, nor

shall any oil tank, gas or oil pipe line be erected or laid within one hundred feet of any occupied dwelling house; and that the parcel of land hereinbefore described does not lie within any municipal corporation.

IX. That the survey, location and route of petitioner's pipe line, upon and over the parcel of land hereinbefore described, has been regularly and duly authorized, selected, located, approved and adopted by the proper officers of the petitioner and by its Board of Directors.

X. That petitioner is unable to agree with the owners of said land over which the easement aforesaid is proposed to be taken as aforesaid, as to the amount of compensation for the said easement or right of way proposed to be taken; that petitioner has offered to pay the sum of $1.00 per lineal rod of pipe line, but the said owners will not agree to said price and have refused to give your petitioner the easement or right of way here now sought to be taken.

720 XI. That petitioner has caused notice to be given to Richard V. Thompson the guardian of said owners, and to all persons having liens upon, interests in or claims against the land upon which said easement or right of way is proposed to be taken, of petitioner's intention to file this petition and make this application, as will more fully appear from the said notice and the evidence of their service thereof thereon endorsed, which is herewith filed and prayed to be read as a part hereof, marked "Exhibit Notice."

Petitioner therefore prays that commissioners may be appointed by this court to ascertain a just compensation to the owners thereof for the easement hereinbefore described and proposed to be taken by your petitioner for the purposes aforesaid; that such other proceedings may be had in the premises as conform to law, and that upon the payment of compensation by your petitioner the title to the above described easement or right of way may be declared to be vested in your petitioner for the uses and purposes aforesaid. And that such other, further and general relief may be granted as to the court may seem proper or the nature of the case may require.

(Signed) THE FAIRMONT & GRAFTON GAS COMPANY,
By DAVIS & DAVIS,
Its Attorneys.

(Here follows Exhibit Thompson Plat, marked page 721.)

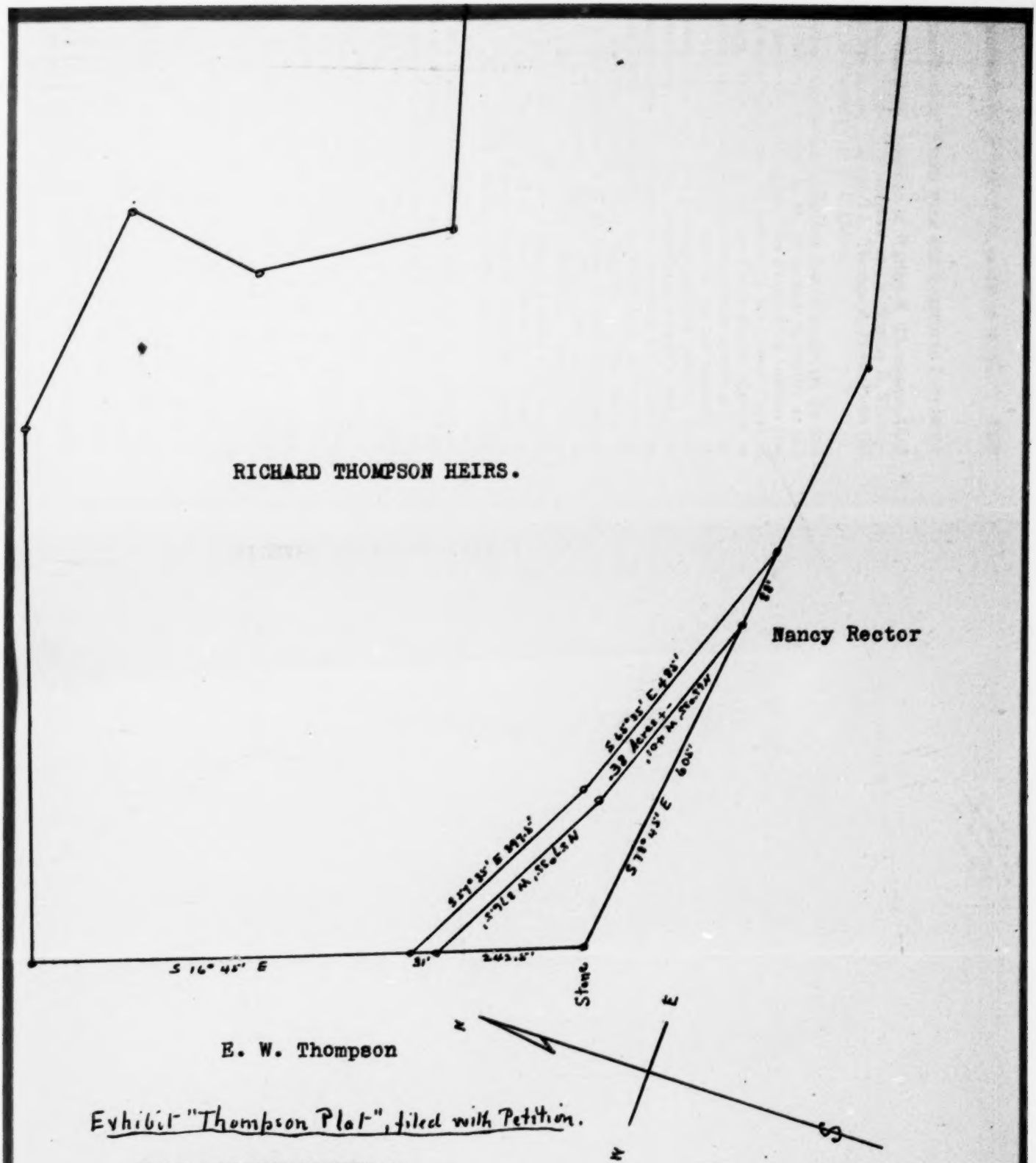


Exhibit "Thompson Plat", filed with Petition.

PLAN SHOWING SURVEY OF

FAIRMONT & GRAFTON GAS CO'S PIPE LINE

OVER LAND OF WORTHY R. OPAL G. &

ETHEL THOMPSON.

HARRISON COUNTY, W. Va. Scale 1" - 200'

721

722 ("EXHIBIT NOTICE" FILED WITH THE FOREGOING PETITION.)

To Richard V. Thompson, guardian of Worthy R. Thompson, Opal G. Thompson, and Ethel L. Thompson, and to Worthy R. Thompson, Opal G. Thompson, and Ethel L. Thompson, South Penn Oil Company, T. J. Parrish, and F. L. Grove:

You and each of you are hereby notified that on Saturday, the 2nd day of July, 1910, at 9 o'clock A. M., or as soon thereafter as the matter can be heard, the undersigned, The Fairmont & Grafton Gas Company, will make application by petition to the Circuit Court of Harrison County, West Virginia, at the Court House thereof at Clarksburg, for the appointment of commissioners to ascertain a just compensation to the persons entitled thereto, for an easement or right of way over, across and upon a certain piece or parcel of land, hereinafter mentioned; and for such proceedings to be then and there had as may be necessary to condemn said easement for public uses hereinafter mentioned. Said piece or parcel of land is situated in Clay District, Harrison County, West Virginia, on the waters of Koon's Run; is part of a tract of 37.55 acres of land which was set apart to Worthy R. Thompson, Opal G. Thompson and Ethel L. Thompson, by a decree of Circuit Court of Harrison County made on the 21st day of September, 1899, in the chancery cause of Joshua H. Thompson vs. Cyrus Thompson et al.; which decree is of record in the office of the Clerk of the County Court of Harrison County in Deed Book No. 109, page 462; and is bounded and described as follows, to wit:

Beginning at a point in line between lands of E. W. Thompson and of Worth- R. Thompson and others, which point is N. 16° 45′ W. 243 feet distant from a stone corner; thence with said line N. 16° 45′ W. 31 feet to a point; thence S. 57° 35′ E. 397.5 feet to a
723 point; thence S. 65° 35′ E. 485 feet to point in line of Nancy Rector; thence with same N. 78° 45′ W. 88 feet to a point S. 78° 45′ E. 605 feet from a stone corner to E. W. Thompson; thence N. 65° 35′ W. 401 feet to a point; thence N. 57° 35′ W. 376.5 feet to the place of beginning containing 0.38 acres, more or less.

The parcel of land above described is owned jointly in fee simple by Worthy R. Thompson, Opal G. Thompson and Ethel L. Thompson, all of whom are infants; but their said estate is subject to a conveyance of all of the natural gas and seven-eighths of the oil, made by Richard V. Thompson, Guardian and Special Commissioner, to T. J. Parrish and F. L. Grove, which conveyance bears date the 2nd day of May, 1910, and is of record in said Clerk's office in Deed Book No. 186, page 318; and is supposed to be subject to a claim of South Penn Oil Company for a right of way for a pipe line thereon, under and by virtue of a conveyance made by Richard V. Thompson, Guardian, dated the 6th day of August, 1909, and of record in said Clerk's office in Deed Book No. 179, page 174.

A plat of said land, marked "Thompson Plat" will be filed with the written application in this case.

The easement in the parcel of land aforesaid is proposed to be taken by The Fairmont & Grafton Gas Company, a corporation under the laws of the State of West Virginia engaged in supplying gas for public use, and is intended by said Company to be appropriated for the purpose of constructing, operating and maintaining thereon a pipe line, ten inches in diameter, for the transportation of natural gas, under and by virtue of its charter and of the laws of said State.

(Signed) THE FAIRMONT & GRAFTON GAS COMPANY,
By DAVIS & DAVIS,
Its Attorneys.

June 17th, 1910.

724 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Joseph A. Joliffe, do solemnly swear that I served the within notice on the within named Richard V. Thompson, Guardian of Worthy R., Opal G. and Ethel L. Thompson, on the 18th day of June, 1910, by delivering a true copy thereof, at his usual place of abode in Harrison County, West Virginia, to Cora Thompson, his wife, and giving to her information of the purport thereof, the said Richard V. Thompson not being found.

(Signed) JOSEPH A. JOLIFFE.

Subscribed and sworn to before me in my said County of Harrison this 29th day of June, 1910.

(Signed) CARL W. NEFF,
Notary Public for Harrison County, West Va.

My commission expires Dec. 14th, 1915.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I. Joseph A. Jolliffe, do solemnly swear that I served the within notice on the within named T. J. Parrish and F. L. Groves, on the 20th day of June, 1910, in Harrison County, West Virginia, by delivering to each of them in person a true copy thereof.

(Signed) JOSEPH A. JOLLIFFE.

Subscribed and sworn to before me in my said County of Harrison this 2nd day of July, 1910.

(Signed) E. B. TEMPLEMAN,
Notary Public for Harrison County, West Virginia.

Commission expires May 10, 1919.

725 In the Circuit Court of Harrison County, West Virginia.

THE FAIRMONT & GRAFTON GAS COMPANY

vs.

WORTHY R. THOMPSON et al.

Condemnation.

(*Order. Entered July* 2, 1910.)

This day came the Fairmont & Grafton Gas Company, a corporation, by Davis & Davis, its attorneys, and presented in open court its application or petition in writing praying for the appiontment of commissioners to ascertain a just compensation to the persons entitled thereto, for a right of way or easement to construct, maintain and operate a pipe line, ten inches in diameter, for the transportation of natural gas for public use, over, through and across a certain strip or parcel of land owned by Worthy R. Thompson, Opal G. Thompson, and Ethel L. Thompson, infants, in said petition fully described and for such further orders and proceedings as may be necessary to condemn and appropriate said right of way or easement for the public use aforesaid; with which petition the said petitioner presented a notice with return of service thereon showing that notice of this application was duly served upon Richard V. Thompson, guardian of said Worthy R., Opal G. and Ethel L. Thompson, and on T. J. Parrish and F. L. Grove, owners of the oil and gas, more than ten days prior hereto. It is therefore ordered that said petition and notice be filed and this proceeding docketed; and that said defendants and their guardian still failing to appear to said application, on motion of the petitioner it is ordered that I. Wade Coffman be and he is hereby appointed guardian ad litem for said infant defendants and required to protecct their interests in this behalf. Thereupon came the said guardian ad litem and appeared to said petition on behalf of his said wards. Thereupon came the defendants South Penn Oil Company and Hope Natural Gas Company and appeared in this case and waived service of notice upon them. Thereupon came
726 Richard V. Thompson, Guardian, by Fred L. Shinn, his attorney, and filed his demurrer to said petition, which demurrer, having been argued by counsel, is overruled.

Thereupon this cause came on to be heard upon the said notice, the petition and exhibits therewith filed, upon consideration whereof the court doth find and adjudge that this case is one in which the applicant has a lawful right to take the said easement or right of way over, through and across the parcel of land in said petition described for the purposes in said petition set forth, and the court doth hereby appoint thirteen disinterested freeholders of this county, to wit: Perry C. Williams, William C. Hiskman, Arthur K. Thorn, Linn K. Richards, A. D. Fitzhugh, E. W. Williams, Corbin B. Bradford, J. H. Somerville, B. M. Despart, Jno. D. McReynolds, Chas. H. Pike,

Jno. W. Stewart and Harry G. Johnson. And the defendants now appearing by Fred L. Shinn, their attorney, the parties proceeded to ascertain as required by law, five of said thirteen freeholders to act as commissioners, which choice and lot fell upon the following named five freeholders, to wit: Perry C. Williams, Corbin B. Bradford, J. H. Somerville, John D. McReynolds and John W. Stewart. Thereupon it is ordered by the court that said five freeholders so selected as such commissioners shall act as such and that after being duly sworn for the purpose, they do proceed with all convenient speed and after viewing said premises and hearing any proper evidence offered, do ascertain according to law what will be a just compensation to the parties entitled thereto for the right of way or easement to construct, maintain and operate said pipe line, for the uses aforesaid, over, through and across the strip or parcel of land proposed to be taken by the applicant and fully described in its petition in this case; and that they do make report of their proceedings to this court.

727 (*Order Entered Sept.* 10, 1910; *Recorded in Law Order Book No.* 35, *Page* 132.)

In the Circuit Court of Harrison County, West Virginia.

FAIRMONT & GRAFTON GAS CO.

vs.

WORTHY R. THOMPSON et al.

This day came the parties, by their attorneys, and thereupon it appearing to the Court that the Commissioners appointed to ascertain the compensation to which the land owner is entitled for the land sought to be taken in this proceeding, filed their report with the Clerk of this Court on the 15th day of July, 1910, and which report bears date the 15th day of July, 1910, fixing the compensation of the said defendant for the easement taken, as well as the damages to the residue beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed, at the sum of $75.00, and the said Worthy R. Thompson, Opal G. Thompson and Ethel L. Thompson, by Fred L. Shinn, their attorney, having excepted to the said report of the commissioners and demanded that the amount of compensation to which said landowner is entitled for the easement or right of way to be taken, as well as for the damages to the residue of said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed, be tried by a jury at the bar of this Court.

Now, therefore, it is ordered that a jury be summoned to try said issue in the manner provided by law.

728 And it is further ordered that the applicant be allowed to pay into Court the sum of $75.00, and thereupon the said applicant may take immediate possession of the easement or right of way involved in this proceeding; and the Clerk of this Court is or-

dered to receive the same and execute and deliver to the applicant a proper receipt therefor, which has heretofore been done by him.

729 THE FAIRMONT & GRAFTON GAS COMPANY

v.

WORTHY R. THOMPSON, OPAL G. THOMPSON, and ETHEL L. THOMPSON, Infants and RICHARD V. THOMPSON, Guardian.

Condemnation Proceeding.

(*Order Entered June* 6, 1911.)

This day came again the parties by their attorneys, and the Court having considered the matters arising on the motion of the applicant to set aside the verdict of the jury heretofore returned in this proceeding and award it a new trial and the argument of counsel thereon, doth overrule said motion.

And, proceeding to enter judgment on the verdict of the jury in favor of the land owners for the sum of one hundred and fifty dollars ($150.00), and it appearing to the Court that the applicant has heretofore paid into court to the clerk the sum of seventy-five dollars ($75.00), it is therefore considered by the Court that the clerk of this court be and he is hereby ordered to pay to the said land owners, or to their attorneys of record in this proceeding, the said sum of seventy-five dollars ($75.00), and that the said land owners recover of the said applicant the sum of seventy-five dollars ($75.00) with interest thereon from the 10th day of May, 1911, until paid, and their costs by them in this behalf expended.

And it is adjudged and ordered that the said applicant do take and hold an easement or right of way over, across and upon that portion of the land of the said owners, lying in the District of Clay, in Harrison County, described particularly as follows: Beginning at a point in line between lands of E. W. Thompson and of Worthy R. Thompson and others, which point is N. 16° 45′ W. 243 feet distant from a stone corner; thence with said line N. 16° 45′ W. 31 feet to a point; thence S. 57° 35′ E. 397.5 feet to a point; thence S. 65° 35′ E. 485 feet to point in line of Nancy Rector; thence with
730 same N. 78° 45′ W. 88 feet to a point N. 78° 45′ E. 605 feet from a stone corner to E. W. Thompson; thence N. 65° 35′ W. 401 feet to a point; thence N. 57° 35′ W. 376.5 feet to the place of beginning, containing 38/100 acres, more or less, for the purposes set out in its petition and application herein.

And nothing further remaining to be done in this proceeding, the same is now retired from the docket.

731 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the foregoing are true, cor-

rect and complete copies of the petition and exhibits therewith filed on July 2, 1910, and of the orders made and entered on July 2, 1910, September 10, 1910, and June 6, 1911, in the condemnation proceeding of The Fairmont & Grafton Gas Company, a corporation, versus Richard V. Thompson, Guardian, and others, lately pending in said Circuit Court of Harrison County, as the same remains of record in my said office.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 29th day of January, 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Haymond Maxwell, Judge of the Circuit Court of Harrison County, State of West Virginia, do certify that I. Wade Coffman, by whom the foregoing attestation was made, was, at the date thereof, Clerk of said court duly qualified, and that the said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 31st day of January 1921.

HAYMOND MAXWELL. [SEAL.]

732 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, I. Wade Coffman, Clerk of the Circuit Court of Harrison County, State of West Virginia, do certify that the Honorable Haymond Maxwell, by whom the above certificate was given and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Harrison County, duly commissioned and sworn and acting.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31st day of January, 1921.

[Seal of Circuit Court, Harrison Co., West Virginia.]

I. WADE COFFMAN,
Clerk.

733 [Endorsed:] The Fairmont & Grafton Gas Co. vs. Richard V. Thompson, Guardian, &c. Condemnation.

734 WHEELING V. TENNANT COND. W. VA., EX. 51.

EX. W. VA. NO. 51. O. L. H.

Compared.

WHEELING NATURAL GAS COMPANY

vs.

ENOS D. TENNANT AND OTHERS.

Condemnation.

The petition in the above-styled case, filed in the Circuit Court of Marion County, in Open Court, on the 12th day of October, 1906, is in words and figures following:

To the Honorable John W. Mason, judge of the Circuit Court of Marion County, West Virginia:

Your petitioner, The Wheeling Natural Gas Company, a Corporation created, organized, existing and doing business under and pursuant to the laws of the State of West Virginia, having its principal office in the City of Wheeling, West Virginia, respectfully represents unto your Honor that it is such corporation duly created, organized, existing and doing business under the laws of the said State; that by its charter it is authorized and is organized for the purpose of boring, digging for or otherwise obtaining from the earth petroleum, rock or carbon oils and natural gas, and manufacturing, buying, selling and transporting the same in the crude and in the refined states; for the purpose of constructing and maintaining lines of tubing and piping for the transporting of such oils and gas, or either of them, for the public generally, as well as for the use of said corporation; for the purpose of transporting such oil and gas, or either of them, by means of such pipes or otherwise, and selling and supplying the same to others; and generally for the purpose of doing such acts and carrying on such business as
735 pertains to such works and improvements.

That petitioner in the exercise of its rights, powers and privileges and in the conducting of its business has been and is supplying the incorporated cities, towns and villages of Benwood, Chester, McMechen, Moundsville, Newell, and other towns and vicinities and manufactories within the State of West Virginia, and the inhabitants of said cities, towns and villages, with natural gas, for heating, fuel, illumination, power and other purposes, under ordinances of said several cities, towns and villages, as well as a large number of unincorporated towns and villages in the said State of West Virginia, and persons residing in and inhabiting such unincorporated towns and villages, and any and all persons residing along the lines of your petitioner, desiring natural gas.

That it is necessary for your petitioner, in order to supply natural gas to the said several incorporated cities, towns and villages, and their inhabitants, as well as the several unincorporated towns and villages, manufactories and persons desiring natural gas for heating, fuel, illumination power and other purposes, and in order to keep up the required and necessary supply of such gas to drill new wells for that purpose, and to acquire by purchase or otherwise other wells from which such supply of natural gas may be obtained.

That your petitioner has acquired sundry wells in the County of Marion, in the said State of West Virginia, producing natural gas, and in order to supply said incorporated cities, towns and villages, and the inhabitants thereof, as well as other consumers and manufactories, with natural gas for heating, fuel, illumination,
power and other purposes, it is necessary that petitioner lay,
736 construct and maintain a line of pipe from said wells in the said county of Marion through the said county of Marion and the county of Wetzel, in the said State of West Virginia, to connect with and connecting with its lines of pipe already laid, so as to supply the above named incorporated cities towns and villages, and the inhabitants thereof, as well as said other consumers and manufactories, with natural gas, for heating, fuel, illumination, power and other purposes.

That your petitioner has surveyed a route for laying and constructing said line of pipe from said gas wells in said Marion County through a portion of said Marion County, and through a portion of said Wetzel County, and proposes to, and it is necessary for it to, lay and construct a line of pipe for transporting natural gas for public use along the route so surveyed and marked out for that purpose.

That your petitioner desires to proceed with the construction of its said line of pipe in the said County of Marion, and through the lands of Enos D. Tennant, situate lying and being in the District of Lincoln, in said County and State.

That the piece, parcel or section of land belonging to the said Enos D. Tennant, which is proposed to be taken by your petitioner for the purpose of constructing, maintaining and operating its said line of pipe, is particularly described as follows, to-wit:

A strip of land a part of a farm owned by the said Enos D. Tennant, situate in the District of Lincoln, County of Marion, and State of West Virginia, which said strip so proposed to be taken is 24 feet in width and lies one-half thereof on either side of a center line, which said center line is particularly described as follows:

737 (Beginning at a point in the division line between the lands of said Enos D. Tennant and the heirs of Elijah Toothman, who join said land on the northwest, which point is on the northwesterly side of the land of said Enos D. Tennant and 45 rods measured along said division line northeasterly from a C. O. a corner in the division line between the lands of said Enos D. Tennant, Elijah Toothman's heirs and John G. Myers: thence S. 45° E. 80½ rods to a stake in the division line between the

lands of said Enos D. Tennant and John G. Myers; who joins said land on the southerly side and 16 rods measured along said last named division line southeasterly from a W. O. a corner in said division line, and contains .73 acres.)

Your petitioner files herewith as part hereof a plat of the piece, parcel or section of land so proposed to be taken by it, which plat is marked "Plat."

Your petitioner avers that it intends to use the land hereinbefore described for the purpose of constructing, maintaining and operating its said line of pipe, and that said land is necessary for such purpose; that said land so asked to be taken is for public purposes and for public uses; that petitioner expects and intends to use the same for such public purposes and public uses, and that said land is needed for such public uses; and petitioner avers that the said land is such as it has a right to condemn under the provisions of the law and under its charter.

Your petitioner avers that said Enos D. Tennant is the owner of said land in fee simple; that the Nine foot or Pittsburg vein of coal within and underlying said piece, parcel or section of land is owned in fee by the Saint Louis Union Trust Company, a
738 corporation; that James M. Guffey is interested in said Nine Foot or Pittsburg vein of coal by reason of having a purchase money lien upon and against the same; that Alcinda Tennant, Malinda Tennant and Louise A. Ammons are interested in the oil and gas within and underlying said piece, parcel or section of land by reason of a conveyance to them of an interest therein by the said Enos D. Tennant.

Your petitioner further alleges that the foregoing named persons and corporations are the only owners of said land and the only persons interested in or holding liens upon or against the same, so far as known to it; and that there are no conflicting claims to the said land, or to any part thereof, so far as known to it.

Your petitioner further represents that it is unable to agree with the said owners of said land so proposed to be taken by it for the public uses and purposes aforesaid as to the amount of compensation for said piece, parcel or section of land so proposed to be taken, and that the owners of said land refuse to give your petitioner a right of way over the same.

Your petitioner avers that it has caused notice to be given said owners, lienors and parties in interest of its intention to file this petition and make this application, as will more fully appear by said notice and the evidence of service of the same endorsed thereon and therefrom appearing herewith filed marked "Notice" and made a part of this petition.

Your petitioner is willing to take the above described piece, parcel or section of land subject to the conveyance of the Nine Foot or Pittsburgh vein of coal within and underlying the same, together with the mining rights and privileges belonging thereto, and
739 also subject to the rights of said Alcinda Tennant, Malinda Tennant and Louise A. Ammons in the oil and gas underlying the same.

Your petitioner therefore prays that Commissioners may be appointed by this court to ascertain a just compensation to the persons entitled thereto for the land hereinbefore described and proposed to be taken by your petitioner for the purposes aforesaid, subject to, however, and excepting the Nine Foot or Pittsburg vein of coal within and underlying the same; that such proceedings may be had in the premises as conform to law; and that upon the payment of the compensation by your petitioner, the title to the above described piece, parcel or section of land may be vested in your petitioner in fee simple, subject to the conveyance of the Nine foot or Pittsburgh vein of coal within and underlying the same and the mining rights and privileges belonging thereto. And your petitioner also asks for such other, further and general relief as the court may deem proper to award in the premises.

THE WHEELING NATURAL GAS COMPANY,
By C. C. NEWMAN &
G. M. ALEXANDER,
Its Attorneys.

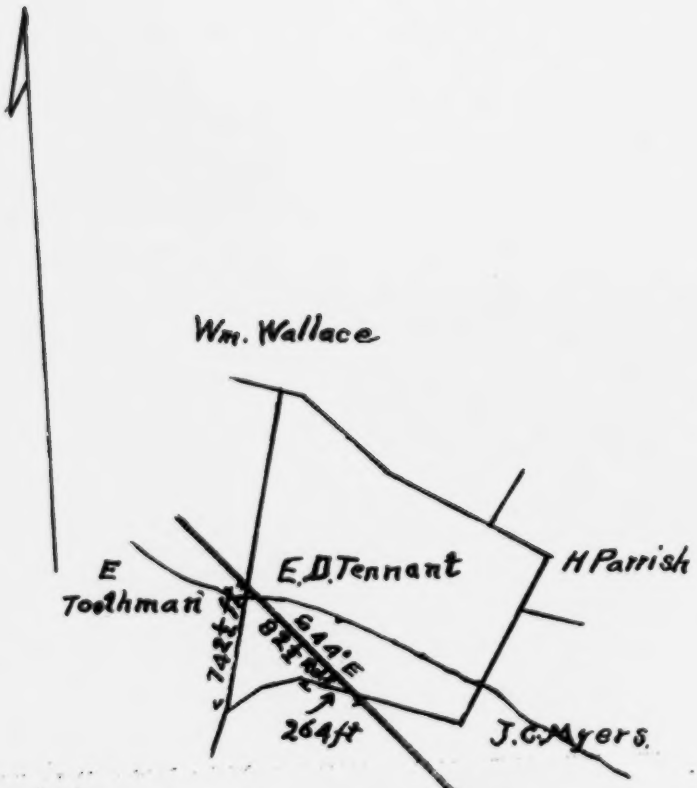
Plat filed with foregoing petition is in the words and figures following:

741 Notice with evidence of service endorsed thereon, filed with petition, is in words and figures following:

To Enos D. Tennant, Saint Louis Union Trust Company, a corporation, James M. Guffey, Alcinda Tennant, Malinda Tennant and Louise A. Ammons:

(Here follows plat of survey for 12″ pipe line, marked page 740.)

Plat showing survey for 12 inch pipe line for conveying Natural Gas through the lands of E.D Tennant situate in Lincoln District Marion County. W.Va a distance of 82½ Rods along a line running 44 degrees South of East



Boundaries:
North by lands of William Wallace
East " " " H. Parrish
South " " " John C. Myers
West " " " E. Toothman.

You will take notice that on Thursday the 11th day of October, 1906, at ten o'clock A. M. or as soon thereafter as counsel can be heard, The Wheeling Natural Gas Company, a corporation under the laws of the State of West Virginia, will make application by petition to the Circuit Court of Marion County, West Virginia, at a regular term thereof, at the Court House of said County, in the City of Fairmont, West Virginia, to appoint Commissioners to ascertain a just compensation to the persons entitled thereto for the certain piece, parcel or section of land hereinafter mentioned, the fee in which is owned by the said Enos D. Tennant, and the coal underlying which said piece, parcel or section of land is owned in fee by the said Saint Louis Union Trust Company, and in which coal the said James M. Guffey is interested by reason of having a purchas- money lien upon and against the same, and in which piece, parcel or section of land the said Alcinda Tennant, Malinda Tennant and Louise A. Ammons are interested by reason of having an interest in the oil and gas within and underlying the same; and for such orders and proceedings to be then and there entered and had as may be necessary to condemn the said piece, parcel or section of land for the public use and purpose hereinafter named; which said piece, parcel or section of land is proposed to be taken by said The Wheeling Natural Gas Company for the construction of its pipe lines, telegraph and telephone lines to be used by
742 said Company for public purposes and used to convey and transport oil and gas and messages. The said piece, parcel or section of land is described as follows, to-wit:

A strip of land a part of a farm owned by the said Enos D. Tennant, situate in the District of Lincoln, County of Marion and State of West Virginia, which said strip so proposed to be taken is 24 feet in width and lies one-half thereof on either side of a center line, which said center line is particularly described as follows: Beginning at a point in the division line between the lands of said Enos D. Tennant and the heirs of Elijah Toothman, who join said land on the northwest, which point is on the northwesterly side of the land of said Enos D. Tennant and 45 rods measured along said division line northeasterly from a C. O. a corner in the division line between the lands of said Enos D. Tennant, Elijah Toothman's heirs and John G. Myres; thence S. 45° E. 80½ rods to a stake in the division line between the lands of said Enos D. Tennant and John G. Myres, who joins said land on the southerly side and 16 rods measured along said last named division line southeasterly from a W. O. corner in said division line, and contains .73 acres.

The plat of said piece, parcel or section of land marked "Plat" is filed with the application in writing in this proceeding.

At which time and place you are notified to be present and do what is necessary to protect your interests.

THE WHEELING NATURAL GAS COMPANY,
By C. C. NEWMAN &
G. M. ALEXANDER,
Counsel.

Served the within writ in Marion County, West Virginia, upon the within named Enos D. Tennant, Alcinda Tennant, and Louise A. Ammons, on the 29th day of September, 1906, by delivering to them in person a copy thereof in writing, upon the within named Malinda Tennant, on the 29th day of September, 1906, by delivering a copy thereof in writing at her usual place of abode, to her father found there (who is a member of the family of said Malinda Tennant, and above the age of 16 years) and giving information of the purport of such copy to him, the said Malinda Tennant not being found at her usual place of abode or elsewhere.

743

W. S. FURBEE,
Deputy, for H. R. Furbee,
Sheriff of Marion County, West Virginia.

Morgantown, West Virginia,
October 1st, 1906.

We hereby accept service of the within notice.

FRAZER & FRAZER,
Counsel for St. Louis Union Trust Company.

I, James M. Guffey, hereby accept service of the within Notice this 1st day of October, 1906.

J. M. GUFFEY.

744 At another day of said Circuit Court to wit, on the 12th day of October, 1906, the following order was entered:

THE WHEELING NATURAL GAS COMPANY, a Corporation,

vs.

ENOS D. TENNANT, SAINT LOUIS UNION TRUST COMPANY, a Corporation, James M. Guffey, Alcinda Tennant, Malinda Tennant and Louise A. Ammons.

Upon a Proceeding to Take Land for Public Use.

This day came The Wheeling Natural Gas Company, a corporation, by its attorneys, and presented in open Court its application in writing by petition describing certain lands situate in Lincoln District, Marion County, West Virginia, which it proposes to take, with a plat of said land so proposed to be taken, and stating the names of the owners thereof, the nature of the interest of said parties therein, and also stating the purposes for which said land is proposed to be taken, and that said corporation has been unable to agree with the owners as to the compensation to be paid therefor, and it appearing to the Court that legal notice has been given by said applicant by legal service thereof to the said Enos D. Tennant, Saint Louis Union Trust Company, a corporation, James M. Guffey, Alcinda Tennant, and Louis A. Ammons, and that said Enos D.

Tennant, Saint Louis Union Trust Company, James M. Guffey, Alcinda Tennant and Louise A. Ammons, have each had at least ten days' notice of the intention of said applicant to file said petition.

Upon motion of said applicant, it is ordered that said notice and the said application in writing and the said plat exhibited with said petition, be and are here now filed, and that this proceeding be and is here now docketed.

745 Defendant Saint Louis Union Trust Company appeared by James C. Frazer, its attorney; also defendant Enos D. Tennant appeared by B. F. Ramage, his attorney.

It being made to appear to the Court that the said Alcinda Tennant, Malinda Tennant and Louise A. Ammons no longer own or hold any interest in and to the real estate so sought to be taken or to the oil and gas within and underlying the same. On motion of the applicant, and with the consent of the said Enos D. Tennant, this proceeding is dismissed as to the said Alcinda Tennant, Malinda Tennant and Louise A. Ammons.

Thereupon defendant Enos D. Tennant demurred to said petition in writing, in which demurrer the applicant joined. And the same was argued to the court.

Upon consideration of which demurrer, the court is of opinion to overrule, and doth overrule, the same, to the action of the court in overruling said demurrer said defendant excepts.

And it appearing to the Court that the case is one in which the applicant has a lawful right to take said property described in said petition and notice for the purposes set out in said petition, and that said land so proposed to be taken is necessary for the purposes aforesaid, and will be used therefor. And the said defendants not desiring to further plead or answer, and said petitioner praying for the appointment of commissioners to ascertain a just compensation to the said parties hereinbefore named, the owners of said land, by taking the same for the said purposes as in the said petition asked, the court doth hereby nominate thirteen disinterested freeholders of said county as follows: H. T. Lough, H. Clark Jones, Eldridge Carter, M. V. Millan, W. G. Reese, J. T. Martin, W. B. Charlton, Ward Beaty, J. A. Hess, Robert Reed, J. N. Wood, H. T.

746 Watson, and A. B. Joliff.

And the said applicant and the said defendant Enos D. Tennant, appearing by counsel, proceeded to ascertain, as provided by law, from said thirteen freeholders the five thereof to act as commissioners, which lot and choice fell upon the following named five freeholders, of said thirteen to act as such commissioners, to wit: H. T. Lough, H. Clark Jones, Eldridge Carter, W. B. Charlton and Robert Reed.

And thereupon it is ordered by the Court that the said five freeholders so selected to act as such commissioners do proceed, after having been duly sworn for the purpose, with all convenient speed, and after viewing said premises and hearing any proper evidence offered, ascertain, according to law, what will be a just compensation to the parties entitled thereto for so much of the said real estate as is proposed to be taken by the said applicant, that is to say: A strip

of land a part of a farm owned by the said Enos D. Tennant, situate in the District of Lincoln, County of Marion, and State of West Virginia, which said strip so proposed to be taken is 24 feet in width and lies one-half thereof on either side of a center line, which said center line is particularly described as follows: Beginning at a point in the division line between the lands of said Enos D. Tennant and the heirs of Elijah Toothman, who join said land on the northwest, which point is on the northwesterly side of the land of said Enos D. Tennant and 45 rods measured along said division line northeasterly from a C. O. a corner in the division line between the lands of said Enos D. Tennant, Elijah Toothman's heirs and John G. Myers; thence S. 45° E. 80½ rods to a stake in the division line between the lands of said Enos D. Tennant and John G. Myers, who joins said land on the southerly side and 16 rods measured along said last named division line southeasterly
747 from a W. O. a corner in said division line, and contains .73 acres. Subject to and excepting the Nine foot or Pittsburg vein of coal within and underlying the said strip or parcel of ground, together with the mining rights and privileges belonging thereto. As well as for damage to the residue of said tract. And make report of their proceedings to this court according to law.

This order should have been entered on October 11th 1906, but by inadvertance the entering of the same was overlooked, it is therefore entered on this 12th day of October, 1906, now for then.

748 At another day of said Circuit Court, to wit on the 29th day of October, 1906, the following order was entered:

THE WHEELING NATURAL GAS COMPANY

vs.

ENOS D. TENNANT, SAINT LOUIS UNION TRUST COMPANY, and JAMES M. GUFFEY.

Condemnation Proceeding.

This day came the applicant, The Wheeling Natural Gas Company, by C. C. Newman and G. M. Alexander, its attorneys and came also defendant Enos D. Tennant by B. F. Ramage and Ira L. Smith, his attorneys, and defendant Saint Louis Union Trust Company by J. C. Frazer, its attorney, and by consent of the parties hereto, the following agreement is here now filed in the papers of this cause and made a part of the record of the same; and by like consent, it is ordered that the said agreement be recorded in the Law Order Book of this Court, which is accordingly done. Said agreement being in the words and figures following, to-wit:

THE WHEELING NATURAL GAS COMPANY

vs.

ENOS D. TENNANT & Others.

Condemnation Proceeding.

It is hereby agreed by and between the applicant, The Wheeling Natural Gas Company, and the defendant Enos D. Tennant, that the name of J. Clark Jones selected as one of the commissioners in this proceeding by order entered on the 12th day of October, 1906, should be H. Clark Jones; and that the said H. Clark Jones was the person intended to be selected, and who was in fact selected, and who in fact served, as such commissioner; and that no exception or objection shall be made by any of the parties because
749 of the misdescription or mis-naming of the said H. Clark Jones in the said order.

It is further agreed that Robert Reed, one of the Commissioners named in said order of October 12th, 1906, and R. L. Reed who signed the report of Commissioners in the above case, is one and the same person; and that no exception or objection shall be made by reason thereof.

Witness the signatures of said parties hereto by their attorneys, this 29th day of October, 1906.

THE WHEELING NATURAL GAS COMPANY,
By G. M. ALEXANDER,
Its Attorney.
ENOS D. TENNANT,
By RAMAGE & SMITH,
His Attys.

And on motion of said applicant, the oath taken by H. T. Lough, H. Clark Jones, Eldridge Carter, W. B. Charlton, and Robert Reed, duly certified by R. B. Parrish, Clerk of the Circuit Court of Marion County, West Virginia, as required by law, is now filed in the papers of this cause. And upon like motion of said applicant, the report of said commissioners H. T. Lough, H. Clark Jones, Eldridge Carter, W. B. Charlton and Robert Reed, which bears date the 23rd day of October, 1906, and which was returned and filed with the Clerk of this Court on the 23rd day of October, 1906, to which report no exceptions were taken or filed, is also filed.

And the Court finding that the said report of said commissioners is in all respects regular, it is accordingly considered, adjudged, and ordered that the same be and is hereby confirmed and ap-
750 proved. And it is further ordered that the said report of said commissioners be recorded in the Law Order Book of this Court, together with the oaths so taken by said commissioners and

certified as aforesaid, all of which is now done. Said report and oaths being in the words and figures following, to-wit:

THE WHEELING NATURAL GAS COMPANY

VS.

ENOS D. TENNANT and Others.

Condemnation Proceeding.

STATE OF WEST VIRGINIA
County of Marion, To wit:

I, R. B. Parrish, Clerk of the Circuit Court of Marion County, West Virginia hereby certify that H. T. Lough, H. Clark Jones, Eldridge Carter, W. B. Charlton and Robert Reed, Commissioners appointed by the Circuit Court of Marion County, upon the application of The Wheeling Natural Gas Company in the above styled proceeding to ascertain what is a just compensation to the above named owners of land proposed to be taken by said Company for its pipe line purposes, and described in the petition of said Company filed in said Court on the 12th day of October, 1906, for so much of said land as is proposed to be taken, as well as for damage to residue of the said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed, this day personally appeared before me in my said County, and each of them, before entering upon the discharge of his duties as such, made oath that he will honestly and impartially perform his duties as such commissioners to the best of his skill and judgment.

Given under my hand this 16th day of October, 1906.

R. B. PARRISH,
Clerk of the Circuit Court, Marion Co., W. Va.

751 To the Circuit Court of Marion County:

We, the Commissioners appointed by the Circuit Court of Marion County, by an order made on the 12th day of October, 1906, upon the application of The Wheeling Natural Gas Company, respectfully report:

That having been first duly sworn, we have viewed the real estate owned by Enos D. Tennant mentioned in said application, the Nine Foot or Pittsburg vein of coal underlying which, with the mining rights and privileges belonging thereto, being owned by the Saint Louis Union Trust Company, James M. Guffey, holding a purchase money lien on said coal, and are of the opinion that $691.00 will be a just compensation for so much of the said real estate as is proposed to be taken by the said applicant, that is to say: a strip of land a part of a farm owned by the said Enos D. Tennant, situate in the District of Lincoln, County of Marion, and State of West Virginia, which said strip so proposed to be taken is 24 feet in width and lies one-half thereof on either side of a center line, which said

center line is particularly described as follows: Beginning at a point in the division line between the lands of said Enos D. Tennant and the heirs of Elijah Toothman, deceased, who joins said land on the northwest, which point is on the northwesterly side of the land of said Enos D. Tennant and 45 rods measured along said division line northeasterly from a C. O., a corner in the division line between the lands of said Enos D. Tennant, Elijah Toothman's heirs and John G. Myers; thence S. 45 E. 80½ rods to a stake in the division line between the lands of said Enos D. Tennant and John G. Myers, who joins said land on the southerly side and 16 rods measured along said last named division line southeasterly from a W.
752 O., a corner in said division line and contains .73 acres.

Subject to and excepting the Nine foot or Pittsburg vein of coal within and underlying the same, together with the mining rights and privileges belonging thereto, and also subject to and excepting the oil and gas and oil and gas rights and interests upon, within and underlying the same,—as well as for the damage to the residue of said real estate beyond the peculiar benefits which will be derived in respect to such residue from the work to be constructed.

Given under our hands this 23 day of October, 1906.

W. B. CHARLTON.
H. T. LOUGH.
ELDRIDGE CARTER.
R. L. REED.
H. CLARK JONES.

And thereupon the said applicant, The Wheeling Natural Gas Company, paid into Court the said sum of $691.00 that being the sum ascertained by said commissioners as compensation and damages to the persons entitled thereto for the land proposed to be taken in and by the said petition and applicant and also in the said report mentioned and described.

And said applicant, The Wheeling Natural Gas Company, having so as aforesaid paid the said compensation and damages so ascertained by said commissioner as coming to said Enos D. Tennant, Saint Louis Union Trust Company and James M. Guffey, into court for the said defendants Enos D. Tennant, Saint Louis Union Trust Company and James M. Guffey, or such of them as may be entitled to the same; it is further considered and ordered that the title to
753 that part of said land so paid for, for the purpose set out, stated and described in the petition and application of said applicant, and also in the said report mentioned and described, be vested in said petitioner and applicant, The Wheeling Natural Gas Company, subject to the reservations and exceptions set out in said petition and application and in said report of said commissioners; and that said applicant do and shall have all such rights, privileges and franchises as are asked in and by said petition and application and as are by law conferred upon it.

It is further considered and ordered that said applicant, The Wheeling Natural Gas Company, do pay the costs of this proceeding to and including this order.

754 At another day of said Circuit Court, to wit, on the 29th day of October, 1906, the following order was entered:

THE WHEELING NATURAL GAS COMPANY

vs.

ENOS D. TENNANT and Others.

Condemnation Proceeding.

This day came the applicant by its attorney, and came also the defendant Enos D. Tennant by his attorneys, and Saint Louis Union Trust Company by J. C. Frazer, its attorney. And it appearing to the Court that the amount of compensation and damages awarded the defendant in this proceeding is the sum of $691.00, and that the same was paid into Court and is now in the hands of the Clerk.

From an inspection of the papers in this proceeding, the Court doth ascertain that the said sum of $691.00 is going to and is properly payable to said Enos D. Tennant.

It is therefore adjudged, and ordered that the Clerk of this Court do pay to said Enos D. Tennant the said sum of $691.00 compensation and damages awarded in this proceeding, taking receipts in duplicate therefor.

755 STATE OF WEST VIRGINIA,
County of Marion, To wit:

I, L. A. Cather, Clerk of the Circuit Court of Marion County, State of West Virginia, do certify that the foregoing are true, correct and complete copies of the petition and exhibits therewith filed on October 12, 1906, and of the orders made and entered on October 12, 1906, October 29, 1906 and October 29, 1906, in the condemnation proceeding of Wheeling Natural Gas Company, a corporation, versus Enos D. Tennant and others, lately pending in said Circuit Court of Marion County, as the same remains of record in my said office.

In Testimony Whereof I have herunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31 day of January 1921.

[Seal of Circuit Court, Marion County, West Virginia.]

L. A. CATHER,
Clerk.

STATE OF WEST VIRGINIA,
County of Marion, To wit:

I, W. S. Meredith, Judge of the Circuit Court of Marion County, State of West Virginia, do certify that L. A. Cather, by whom the foregoing attestation was made, was, at the date thereof, clerk of said Court duly qualified, and that said attestation is in due form of law and made by the proper officer.

Witness my hand and seal on this the 4th day of February 1921.

W. S. MEREDITH. [SEAL.]

756 STATE OF WEST VIRGINIA,
County of Marion, To wit:

I, L. A. Cather, Clerk of the Circuit Court of Marion County, State of West Virginia, do certify that the Honorable W. S. Meredith, by whom the above certificate was given, and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, Judge of the said Circuit Court of Marion County, duly commissioned and sworn and acting.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court, at the Courthouse of said County, on this the 31 day of January 1921.

[Seal of Circuit Court, Marion County, West Virginia.]

L. A. CATHER,
Clerk.

757 [Endorsed:] Wheeling Natural Gas Company vs. Enos D. Tennant, and others. Circuit Court, October 12, 1906. Copy. L. A. Cather, Clerk Circuit Court of Marion County, Fairmont, West Va.

758 HIGHWAY FRANCHISES W. VA. EX. 52.

EX. W. VA. NO. 52. O. L. H.

STATE OF WEST VIRGINIA:

At a regular term of the County Court of Harrison County, West Virginia, continued and held at the court house of said County, on the 18th da yof July, 1906, the following order was made and entered:

Reserve Gas Company Granted Permission to Lay Pipe Lines.

The Reserve Gas Company, a corporation doing business in this county this day made application to the Court for license and permission to lay and maintain pipe lines in any of the public roads in this county, for the conveyance of gas, from any well or wells of said company, it is ordered that the said applicant, The Reserve Gas Company, be and it is hereby granted license and permission to lay and maintain in any of the public roads of this county pipe lines for the conveyance of gas from any well or wells of the said company, said pipe lines to be so laid as not to interfere with the use of said public roads and for that purpose to be covered with a covering of not less than twelve inches above said pipe line and also to be laid in such manner as not to interfere with any other pipe line, now laid in or along said road. If at any time, by reason *or* working the roads it should become necessary to lower said pipe, at any point, said company shall lower it at its own expense. This franchise is to expire in fifty years from the date hereof.

759 STATE OF WEST VIRGINIA:

At a regular term of the County Court of Harrison County, West Virginia, continued and held at the court house of said county, on the 3d of April, 1907, the following order was made and entered:

Hope Natural Gas Company Franchise Granted.

This day came Hope Natural Gas Company, a corporation, by John G. Pew, its Vice President, and by Kemble White of counsel, and asked leave of the court to have docketed for a hearing its petition executed under the seal of said corporation, which was filed in the Clerk's office of this court on the 12th day of February, 1907.

And it appearing to the Court that the said petition has been properly filed, and that notice of the application of said Hope Natural Gas Company for a franchise as set up in said petition has been properly published according to law, which notice together with the proof of publication thereof was filed in the Clerk's office of this court on the 22nd day of March, 1907.

It is therefore ordered that said petition be filed and that said notice and proof of publication thereof be filed with said petition.

And the court considered the matters arising upon said petition as well as the various protests filed against the said petition, and the matters arising thereon were argued at length by counsel for petitioner as well as by various protestants, and the public at large was given opportunity and was heard on said matters.

Upon consideration whereof, in consideration of the agreements and restrictions hereinafter contained on the part of the Hope Natural Gas Company, a corporation created, organized and
760 existing under the laws of the State of West Virginia, it is ordered that there be and is hereby granted on the part of the County Court of Harrison County to the said Hope Natural Gas Company, such corporation, its successors and assigns, the right and privilege of laying, constructing, maintaining, operating and reclaiming pipe lines of the diameter of Two inches, and smaller for the transportation of natural gas, steam and water, along & across the public roads of Harrison County, and the right and privilege of laying, constructing, maintaining, operating and reclaiming pipe lines for the transportation of Natural Gas, steam and water across the public roads of Harrison County upon such routes as may be necessary or convenient to the business of said Hope Natural Gas Company, for the terms of fifty years (50) from the date of this order, subject, however, to the agreements, conditions and restrictions which are imposed and contained in this ordnance.

(1) The said pipe lines shall not be placed, put or laid along or in said public roads in such a way as to at any point or place obstruct or impair said roads o- the ditches, sewers, drains, or culverts thereof, and shall be so laid as not to interfere with public travel on, along or over the said roads as at present afforded by said roads.

(2) Said pipe lines shall be at all places, including any and all places where they cross the said roads, buried at a depth of at least two feet beneath the surface of said roads; the said pipe lines shall be so laid as not to interfere with the proper equipping, keeping, maintaining the said roads, sewers, drains, ditches and culverts of the same.

(3) If at any time by reason of working the roads it should become necessary to lower said pipes at any point or points said Hope Natural Gas Company, upon five days' notice, shall lower said pipes
761 at its own expense, and in the event said Hope Natural Gas Company shall fail to make said changes the County Court of Harrison County may do so at the expense of said Hope Natural Gas Company, which acknowledges itself indebted to said county in such sum as said change may cost said county.

(4) All lines shall be laid and placed along the edge of said road.

Whenever and wherever the words "Hope Natural Gas Company" occur in this ordinance it is understood "its successors and assigns" immediately follow and are to be so construed.

This franchise or ordinance shall become a valid and binding contract when said Hope Natural Gas Company shall have filed with the County Court of Harrison County a written acceptance of this ordinance of franchise over the seal of the Company on or before the 1st day of July, 1907; in which it shall agree to do the things required of it, and to in good faith comply with the provisions of this order.

762 (*Order Entered June* 19, 1907.)

Hope Natural Gas Company Franchise Accepted.

This day came Hope Natural Gas Company, a corporation by its attorneys, A. B. Fleming, Charles Powell and Kemble White, and filed in open court a written acceptance of the ordinance or franchise granted by the County Court of Harrison County to said Hope Natural Gas Company, its successors or assigns, on the 3rd day of April, 1907, which acceptance bears date the 3rd day of May, 1907, and is duly executed over the seal of said Hope Natural Gas Company, by John G. Pew, Vice President, and attested by Christy Payne, Secretary. And it appearing to the Court that the said written acceptance complies in all respects with the requirements of said franchise, it is ordered that said written acceptance be filed with the papers in this matter, and that said Hope Natural Gas Company, its successors and assigns, be allowed to exercise the rights granted by said franchise.

763 STATE OF WEST VIRGINIA:

At a regular term of the County Court of Harrison County, West Virginia, continued and held at the court house of said County, on

the 14th day of September, 1908, the following order was made and entered:

Hope Natural Gas Company, Hutton Gas Company, Franchise Partly Revoked.

This day came William Jarvis, Hannibal Perine and others and presented their petition asking the court to revoke and annul the order entered on the 27th day of June, 1905, directing and authorizing the grant of license and permission to Hutton Gas Company and its assigns to lay pipe lines, for purposes in said order prescribed, in the public roads of said county, and to revoke any license that may exist in pursuance of said order; and presented with said petition a notice to the Hope Natural Gas Company, a corporation, of intention of petitioners to present said petition to the court on this day, on which said notice there appears an acceptance of service thereof by M. J. Rathbone, attorney in fact, of record, for said Hope Natural Gas Company, the 11th day of September, 1908; and the said petition and notice are now here filed. And it appearing to the Court that the said Hutton Gas Company has transferred, or attempted to transfer, to the said Hope Natural Gas Company all of the privileges, if any, of said former company under the order of court aforesaid, and that said privileges are now claimed by said Hope Natural Gas Company by virtue of said assignment, and that it was not necessary or proper for petitioners to give notice of the presentation of this petition of any person, firm or corporation, other than said
764 Hope Natural Gas Company, thereupon, upon argument of counsel for petitioners as well as for said Hope Natural Gas Company, the court, upon consideration of the matters herein presented, is of opinion to, and doth hereby revoke and annul the said order of June 27, 1905, in so far as the same has not been accepted by said Hutton Gas Company and is now in actual use by said Hope Natural Gas Company.

765 STATE OF WEST VIRGINIA:

At a regular term of the County Court of Harrison County West Virginia, continued and held at the court house of said County, on the 27th day of June, 1905, the following was made and entered:

The Hutton Gas Company Franchise Granted.

Upon the application of Hutton Gas Company for license and permission to lay and maintain pipe lines in any of the public roads and bridges of this county, for the conveyance of gas, and the Court having considered such application, it is ordered that the said applicant or his assigns, be granted the right to use the public roads and bridges of Harrison County, where it is a matter of necessity, for the purpose of laying pipe lines through, upon and along the same to transport oil and gas; upon the condition that the said Hutton Gas Co. or his assigns shall so use the said roads and bridges as to cause the least possible damage to the same, and so as not to interfere

with the rights of the public. Said applicant, or assigns shall restore and leave said roads in as good condition after laying such pipe lines as they were before, said pipe lines to be covered with a covering of not less than twelve inches and also to be laid in such manner as not to interfere with any other pipe line now laid in or along said road. And if at any time by reason of working the said roads, it should become necessary to lower such pipe line, at any point, said company shall lower the same at its own expense. It is understood that in the granting of this franchise the said Hutton Gas Company, their successors or assigns, shall, where it is a matter of necessity, to cross any bridge or bridges of this county to lay said line or
766 lines under the floors of said bridges, and to restore the floor- of the same in as good condition as they were before, if in any way injured. And it is further agreed and understood that the traveled bed of any road or roads used by the said Hutton Gas Company, their successors or assigns, shall not be used except where it is unavoidable.

This franchise to expire in fifty years from the date hereof.

Notice of said application was published for 30 consecutive days as required by law in The Clarksburg News, prior to application to the County Court.

767 STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Clair N. Parrish, Clerk of the County Court of Harrison County, State of West Virginia, certify that the foregoing are true, correct and complete copies of the following orders made and entered by said County Court, as follows:

1. Order granting franchise to Hope Natural Gas Co., on April 3, 1907, and order recording acceptance thereof by Hope Natural Gas Co. entered on June 19, 1907.

2. Order granting franchise to Reserve Gas Co. entered on July 18, 1906.

3. Order granting franchise to Hutton Gas Co. entered on June 27, 1905.

4. Order entered Sept. 14, 1908, revoking in part said Hutton Gas Co. franchise as against Hope Natural Gas Co., assignee thereof.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said court, at the court house of said county, on this the 7th day of February, 1921.

[Seal of the County Court, Harrison County, West Virginia.]

CLAIR N. PARRISH,
Clerk.

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, D. W. Cork, President of the County Court of Harrison County, State of West Virginia, do certify that Clair N. Parrish, by whom the foregoing attestation was made, was, at the date thereof, Clerk of the said court duly qualified, and that the said attestation
768 & 769 is in due form of law and made by the proper officer. Witness by hand and seal on this the 7 day of February, 1921.

D. W. CORK. [SEAL.]

STATE OF WEST VIRGINIA,
County of Harrison, To wit:

I, Clair N. Parrish, Clerk of the County Court of Harrison County, State of West Virginia, do certify that the Honorable D. W. Cork, by whom the above certificate was given and whose name is hereto subscribed in his own proper handwriting, was, at the date thereof, President of the said County Court of Harrison County, State of West Virginia, duly commissioned and qualified.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at the court house of said county, on this the 7th day of February, 1921.

[Seal of the County Court, Harrison County, West Virginia.]

CLAIR N. PARRISH,
Clerk.

770 HOPE RATE APPLICATION, W. VA. EX. 53.

EX. W. VA. No. 53. O. L. H.

(Copy.)

State of West Virginia,

Public Service Commission,

Division A, Public Service Corporation.

No. 663.

In the Matter of the Application of HOPE NATURAL GAS COMPANY for Authority to Change Its Rates, Tolls, and Charges.

Comes now the above named Hope Natural Gas Company, the Petitioner herein, and respectfully shows to the Commission as follows:

(1) That it is a corporation organized and doing business under the laws of the State of West Virginia.

(2) That its principal place of business is in the following towns where it distributes natural gas and in neighboring country districts and villages, viz: Belmont, Clarington, Colliers, Eureka, Fairview, Friendly, Glovers Gap, Littleton, Lima, Lost Creek, Mt. Clare, Mannington, Metz, Minora, Parkersburg, Paden City, Pine Grove, St. Marys, Sistersville, Smithfield, Williamstown and Wileyville, West Virginia, and that is a public service corporation engaged in the management and operation of a natural gas plant in said cities and towns and that as such public service corporation in the service of natural gas to the domestic consumer it is subject to the provisions of Chapter 9, Acts of the Legislature of West Virginia for 1913 and 1915, and of the Code of West Virginia, applicable to this class of corporations.

(3) That on the date hereof it has in effect the schedule of rates and charges shown on its Rate Schedule No. 4 attached hereto and marked Exhibit 1."

(4) That it applies to The Public Service Commission for authority to change its rates for the following reasons:

(*a*) To reimburse the company for the expense incurred in extraordinary drilling operations in the search for, production and transportation of gas.

(*b*) To reimburse the company for the increasing cost of gas, labor, materials and operations.

(*c*) To reimburse the company for the increased cost of maintaining its supply by reason of the necessity for drilling and increasing number of wells by reason of the depletion of the fields.

(*d*) To secure a fair return on capital invested.

(*e*) To secure a fair and reasonable return for the value of the service rendered.

(*f*) To obtain a readjustment of rates on an equal basis between different localities and on a fair basis between classes of consumers.

771 (*g*) To meet changing conditions imposed by reason of communities and industries working upon Federal and war contracts.

(5) That application is hereby made for authority to change the rates of said applicant and to put into effect the following schedule to become operative and effective on the 1st day of January, 1918:

Rates—Class I: Domestic Consumers.

Parkersburg, Williamstown, Sistersville, Friendly, Belmont, Paden City, Eureka, Lima, St. Marys, Clarington and neighboring country districts and villages:

25 cents per thousand cubic feet less 2 cents per thousand cubic feet for payment within the discount period. (A.)

Mannington, Mt. Clare, Minora, Lost Creek, Pine Grove, Smithfield, Littleton, Wileyville, Metz, Glovers Gap, Fairview, and neighboring country districts and villages:

23 cents per thousand cubic feet, less 2 cents per thousand cubic feet for payment within the discount period. (A.)

Colliers:

32 cents per thousand cubic feet, less 2 cents per thousand cubic feet for payment within the discount period. (A.)

Discount Period.

The scheduled discount is allowed upon each month's gas bill if paid on or before the last day noted on such bill for the allowance of discount, with the day following as a day of grace; in case of the day of grace falls on Sunday or a legal holiday, the next following business day is recognized as the day of grace. Patrons, in order to secure the discount, must make payment of bills during the regular office hours of the Company or during the regular office hours of the banks or offices authorized as collecting agents. A remittance through the mail is not deemed payment within the discount period unless it is received by the Company at one of its offices during business hours before the end of the day of grace. No discounts are allowed unless the current as well as all previous bills are paid in full. Meters are read monthly and bills are rendered as nearly as practicable on the same day of each month and so as to allow for discount, ten days, excluding the day of grace. Patrons are required to pay monthly, and in case bills are not received at the usual time, patrons should inquire for the same within the discount period in order to be entitled to the discount upon payment. (N.)

Rates—Class II: Gas Engines.

Same as for Class I for the first 500,000 cubic feet used in each calendar month, and for all over 500,000 cubic feet used in a calendar month, 5 cents less per thousand cubic feet, subject to the Class I discount. (A.)

772

Rates—Class III.

Parkersburg, Williamstown, St. Marys, Sistersville, Friendly, Paden City, Belmont, Eureka, Lima, Clarington, and neighboring country districts and villages; also Wood and Pleasants Counties; and Calhoun, Ritchie, Wirt, southwest portion of Tyler and western portion of Gilmer Counties, known as Schultz and Southern Districts on the books of the company (including gas by meter for field operations in said districts, such as drilling wells, cleaning out, pumping oil and water, etc.):

24 cents per thousand cubic feet for the first 150,000 cubic feet consumed in a calendar month; 17 cents per thousand cubic

feet for the second 150,000 cubic feet consumed in a calendar month; 14 cents per thousand cubic feet for all over 300,000 cubic feet consumed in a calendar month. (A.)

Mannington, Mt. Clare, Minora, Lost Creek, Pine Grove, Smithfield, Littleton, Wileyville, Metz, Glovers Gap, Fairview, and neighboring districts and villages, and places included within the subdivisions known on the books of the company as the following working districts: Bridgeport, Buffalo, Fairview, Fink, Kanawha, Pine Grove, Mannington, Littleton, Salem, Shirley, Weston and Wetzel (Including also gas by meter for field operations such as drilling wells, cleaning out, pumping oil and water, etc. in said districts.):

22 cents per thousand cubic feet for the first 150,000 cubic feet consumed in a calendar month; 17 cents per thousand cubic feet for the second 150,000 cubic feet consumed in a calendar month; 13 cents per thousand cubic feet for all over 300,000 cubic feet consumed in a calendar month.* (A.)

Ideal Window Glass Company near West Union:

22 cents per thousand cubic feet for the first 150,000 cubic feet consumed in a calendar month; 17 cents per thousand cubic feet for the second 150,000 cubic feet consumed in a calendar month; 11 cents per thousand cubic feet for all over 300,000 cubic feet consumed in a calendar month.* (A.)

Rates—Class IV.

Entire territory excepting places noted under exceptions:

20 cents per thousand cubic feet, net. (A.)

Note—Exceptions.

Fairview Borough Buildings:

10 cents per thousand cubic feet net, until expiration of ten year contract.

Wood County Public Jail and Court House:

19 cents per thousand cubic feet, net. Right of way contract rate. (A.)

773 Rates—Class V.

Parkersburg City Hall and City Utilities, and Sistersville City Water Works:

Class III Parkersburg and Sistersville rate. (A.)

Mannington Water Works:

6 cents per thousand cubic feet, net.

*Discount: Less 1 cent per thousand cubic feet for payment on or before the 20th day of the month following that in which the gas is supplied.

Note to All Meter Service.

Meter service is based upon a meter pressure not exceeding 8 ounces. If gas is supplied at a higher pressure, the meter measurements are corrected according to Boyle's Law.

Flat rate service:

Field operations, such as drilling wells, cleaning out, pumping oil and water, etc., applicable only in the case of isolated wells, all others being embraced in the meter rate for Class III:

Entire territory:

Drilling or cleaning out wells, boiler, single tour of 12 hours or less, $4.00, double tour	$7.50	
Forge for drilling or cleaning out, per tour of 12 hours or less	.50	
Lawn lights for drilling well, per night	.50	
Heating stove with mixer, Nov. 1st to April 1st, per month	7.50	
Pumping water for drilling or cleaning out, per day for total days of drilling or cleaning out	1.00	
Pumping wells with boiler and engine, per month, steam **	15.50	
Pumping wells with gas engine, first well, per month	7.50	A.
Each additional well on same gas engine	3.00	
Cleaning out wells, per tour 12 hours or less, gas engine	1.50	
Steaming oil, pumping out oil, per tank of 600 bbls., each service	4.00	
Steaming oil, pumping out oil, per tank of 250 bbls., each service	1.75	
Steaming oil, pumping out oil, per tank of 100 bbls., or under each service	1.00	
Pumping water, Donkey pumps, jetting water, steam, per tour 12 hours or less	2.00	
Pulling casing rods *, or tubing wells *, 12 hours or less, steam	3.50	
Pulling casing, rods, or tubing wells *, 12 hours or less, gas engine	2.00	
Drilling machines, 10 H. P. or less, per tour 12 hours or less	3.00	

774 NOTE.—The above rates are for low pressure burners only; high pressure burners using 2 pounds or more gauge pressure to the square inch are not permitted; in other respects the rates apply to the customary gas burning appliances in general use; if special appliances are used rates will be quoted on application.

**Charge for pumping wells is $15.50 per month each, whether gas is used one day or a full month.

*No charge for tubing or pulling rods or pumping wells when rate is $15.50 per month for pumping same is paid.

NOTE.—The lawn lights hereinbefore mentioned are I. vin's lawn lights or burners of like capacity.

Street Lighting.

The rates for street lighting service, based upon the use of natural gas from 5 P. M. to 7 A. M. of each day from April 1st to October 1st, and from 4 P. M. to 8 A. M. each day from October 1st to April 1st, the consumer furnishing and maintaining the lamps, are as follows:

Entire territory, excepting in places noted under exceptions:

$5.00 per year for each lamp with one mantle, and $2.50 per year in addition for each additional mantle in each lamp. (A.)

Note—Exceptions.

Fairview:

Ten cents per mantle per month, until June 23, 1919; thereafter at the published rate above set forth for the entire territory.

Special Flat Rates.

Mannington:

One garbage fire, $10 per month.

All rates are subject to change on notice given according to law and subject to the rules and regulations published on contracts.

(6) The definition of the classification of Class III, Manufacturers and other large consumers, is changed to read as follows:

"Class III. Manufacturers and Other Large Consumers (such as consumers using gas for manufacturing purposes and for fuel under boilers and manufacturing furnaces) who can be shut off immediately in order to provide an ample supply to Classes I, II and IV. Contracts to be made for short term only. The contracts in this class must contain the following clause:

'That the party of the first part shall have the right to discontinue the supply of gas under this agreement temporarily, whenever it shall deem it necessary to do so in order to deliver a full supply to the consumers classified by it as Domestic and Special Consumers.'

"This company in selling gas to Classes II and III is not engaged in public service and does not hold itself out as able or willing to supply patrons with gas for such purposes by special contract; the gas so sold is surplus gas over and above the amount available for the preferred or domestic service, and being variable in
775 amount can only be contracted to be sold limited as to time, volume and place of delivery but in contracting for the service uniformity of price and equality of service is attempted as far as possible. Where application is made by a Class III consumer at a

time when the company is carrying its peak load, conditions may require a refusal of the application or its acceptance on special conditions as to time and volume."

(7) No other public service corporations are interested in this schedule or change of rates.

Whereas, the said Hope Natural Gas Company prays that after due hearing and investigation, the Public Service Commission may make an order granting the application herein and establishing the proposed rates and charges, or such rates and charges as it may find to be equitable within its jurisdiction.

Dated at Pittsburgh, Pennsylvania this 26th day of November, 1917.

HOPE NATURAL GAS COMPANY,
Applicant.

(Signed) By JOHN G. PEW, *Vice President.*

STATE OF PENNSYLVANIA,
County of Allegheny, ss:

John G. Pew, the Vice President of Hope Natural Gas Company, a public service corporation, the applicant named in the foregoing petition, being duly sworn says that he is the Vice President of the said corporation and knows the contents of said petition, and that the facts and allegations therein contained are true, except such as are therein stated upon information and belief, and that as to such allegations he believes them to be true.

(Signed) JOHN G. PEW,
Vice President.

Taken, sworn and subscribed before me this 26th day of November, A. D. 1917.

(Sgd.) GEO. A. KINLEY,
Notary Public.

My Commission expires: March 25, 1921.

776 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of the application filed by the Hope Natural Gas Company in: Case No. 663, Hope Natural Gas Company, application to change rates, now pending before said Commission.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commisison in the City of Charleston, this 7th day of February, 1921.

[SEAL.] H. B. BERNHEIM,
Secretary.

777 UNITED FUEL RATE APPLICATION, W. VA. EX. 54.

Ex. W. Va. No. 54. O. L. D.

State of West Virginia,

The Public Service Commission,

Charleston.

No. 585.

In the Matter of the Application of UNITED FUEL GAS COMPANY for Authority to Change Its Rates, Tolls, and Charges.

Comes now the above named United Fuel Gas Company, the Petitioner herein, and respectfully shows to the Commission as follows:

(1) That it is a corporation organized and doing business under the laws of the State of West Virginia.

(2) That its principal place of business is in the City of Charleston, West Virginia, and that it is a Public Service Corporation engaged in the management and operation of a natural gas plant in said City and elsewhere, and that as such public service corporation it is subject to the provisions of Chapter 9, Acts of the Legislature of West Virginia for 1913, as subsequently amended.

(3) That the following is a correct schedule of the rates at this time charged by Petitioner for natural gas at the several places mentioned below, to-wit:

Kenova, Wayne County.

Domestic service:

22 cents per thousand cubic feet, subject to a discount of 2 cents per thousand cubic feet for payment on or before the 10th day of the month following that in which the gas is consumed.

Manufacturing service:

First 150,000 cu. ft. each calendar month 21¢ per M cu. ft.
Second 150,000 cu. ft. each calendar month 16¢ per M cu. ft.
All over 300,000 cu. ft. each calendar month 11¢ per M cu. ft.
All subject to a discount of 1¢ per thousand cubic feet if paid on or before the 20th day of the month following that in which the gas is consumed.

778 Ceredo.

Same rate for domestic service as Kenova. No rate for manufacturing service.

Huntington and Barboursville, Cabell County.

Domestic service:

16 cents per thousand cubic feet, subject to a discount of 1 cent per thousand for payment on or before the 10th day of the month following that in which the gas is consumed.

Manufacturing service:

First 150,000 cu. ft. each calendar month 16¢ per M cu. ft.
Second 150,000 cu. ft. each calendar month 15¢ per M cu. ft.
All over 300,000 cu. ft. each calendar month 11¢ per M cu. ft.
All subject to a discount of 1¢ per thousand cubic feet if paid on or before the 20th day of the month following that in which the gas is consumed.

Hurricane, Culloden, Poca, and Ona, Putnam County.

Domestic service:

22 cents per thousand cubic feet, subject to a discount of 2 cents per thousand for payment on or before the 10th day of the month following that in which the gas is consumed.
Rate for street lamps at Hurricane, 25 cents per lamp per month.
No rate for manufacturing service at Hurricane, Culloden, Poca or Ona.

Charleston and Coalburgh, Kanawha County.

Domestic service:

17 cents per thousand cubic feet, subject to a discount of 2 cents per thousand for payment on or before the 10th day of the month following that in which the gas is consumed.

Manufacturing service:

First 150,000 cu. ft. each calendar month 16¢ per M cu. ft.
Second 150,000 cu. ft. each calendar month 12¢ per M cu. ft.
All over 300,000 cu. ft. each calendar month 8¢ per M cu. ft.
779 All subject to a discount of 1 cent per thousand cubic feet if paid on or before the 20th day of the month following that in which the gas is consumed.

(4) Petitioner now applies to The Public Service Commission for authority to change its rates for the reasons that the present rates do not afford to Petitioner an adequate return for the service rendered nor upon its capital invested for the purpose of maintaining such service; that the return to Petitioner from said present rates is not commensurate with the value of the service rendered by it to its patrons, and that the proposed new rates are just and reasonable.

In this connection, Petitioner avers that it purchased the natural gas plant used in the service of all the localities above mentioned in the year 1909, at which time the rates charged by the predecessor of your Petitioner at the places aforesaid was greater than that now charged by Petitioner, notwithstanding the fact that the natural gas supply has, since the acquisition of said plant by your Petitioner, been diminished and the cost of producing natural gas greatly increased. That at the time of the purchase of said plant by Petitioner in the year 1909, the rate charged for domestic service in the City of Huntington and in the smaller towns in the same general vicinity, was thirty cents per thousand cubic feet, with a discount of five cents per thousand for prompt payment, while at the same time the rate charged in the City of Charleston and the smaller towns in that general vicinity for domestic service was twenty-three cents per thousand cubic feet, subject to a discount of three cents per thousand for prompt payment. Petitioner further shows that the rates now charged by it at the several places above mentioned are less than the intrinsic value of the service furnished, and lower than the rates generally charged by other companies, engaged in the same business as your Petitioner, for like service in a greater number of the localities in which natural gas is supplied.

(5) That application is hereby made for authority to change the rates of said applicant and put into effect the following schedule at the several places above mentioned, to become operative and effective on the 1st day of July, 1917, or as soon as authorized by this Commission, except that, for reasons hereinafter mentioned, the proposed new rate for manufacturing service in Charleston
780 and vicinity, including Coalburgh, is not desired to become operative until the 1st day of October, 1917.

Kenova, Huntington, and Barboursville.

Domestic service:

25 cents per thousand cubic feet, subject to a discount of two cents per thousand cubic feet for payment on or before the 10th day of the month following that in which the gas is consumed.

Manufacturing service:

First 150,000 cu. ft. each calendar month 24¢ per M cu. ft.
Second 150,000 cu. ft. each calendar month 19¢ per M cu. ft.
All over 300,000 cu. ft. each calendar month 11¢ per M cu. ft.
All subject to a discount of 1 cent per thousand cubic feet for payment on or before the 20th day of the month following that in which the gas is consumed.

Ceredo.

Domestic service:

25 cents per thousand cubic feet, subject to a discount of 2 cents per thousand cubic feet for payment on or before the 10th day of the month following that in which the gas is consumed.

Hurricane, Culloden, Poca, and Ona.

Domestic service:

24 cents per thousand cubic feet, subject to a discount of 2 cents per thousand for payment on or before the 10th day of the month following that in which the gas is consumed.

Street lamps at Hurricane, 25 cents per lamp per month.

Charleston and Coalburgh.

Domestic service:

22 cents per thousand cubic feet, subject to a discount of 2 cents per thousand cubic feet for payment on or before the 10th day of the month following that in which the gas is consumed.

Manufacturing service:

First 150,000 cu. ft. each calendar month 21¢ per M cu. ft.
Second 150,000 cu. ft. each calendar month 15¢ per M cu. ft.
All over 300,000 cu. ft. each calendar month 9 — per cu. ft.
781 All subject to a discount of 1 cent per thousand cubic feet for payment on or before the 20th day of the month following that in which the gas is consumed.

NOTE.—The proposed new rates set forth in the foregoing schedule relate mainly to domestic service and no change is embodied in said schedule in the rate for manufacturing service at any of said localities, except to change the rate for the first 150,000 cubic feet of gas used during any month to the proposed new domestic rate and to increase the rate for the second 150,000 cubic feet proportionately.

In this connection, your Petitioner shows that on the — day of November, 1916, it filed its application with this Commission to increase the rate charged by it for manufacturing service in the City of Charleston, and vicinity, including Coalburgh, the said application being known as proceeding No. 508. That, during the pendency of said proceeding, your Petitioner made an agreement with its manufacturing consumers in said City of Charleston by which the rate now charged for manufacturing service in said City, as hereinbefore set forth, was fixed by consent to be operative until the 1st day of October, 1917, and said manufacturing consumers in said City of Charleston agreed that they would not oppose a further increase to be operative October 1st, 1917, of an additional one cent per thousand cubic feet for all gas used during any calendar month in excess of 300,000 cubic feet. Because of said arrangement, Petitioner does not now desire that the increased rate for manufacturing service in the City of Charleston and vicinity, including Coalburgh, applied for in this petition, shall be operative prior to October 1st, 1917, but Petitioner prays that the said increased rate herein

applied for shall be operative in said City of Charleston and vicinity, including Coalburgh, on and after October 1st, 1917. Petitioner herewith refers to the said proceeding known as No. 508 and the record thereof, and prays that the same may be read as a part of this, its application.

(6) Petitioner says that no other public service corporation has any direct interest in the schedule or change of rates above set forth, except that Huntington Gas and Development Company is engaged in supplying natural gas in competition with your Petitioner
782 in the City of Huntington and the vicinity thereof. Your Petitioner has, for several years, charged the same rate in the said City of Huntington as its competitor and its present rate in said City of Huntington was put into operation to meet the said competition.

Wherefore, the said United Fuel Gas Company prays that after due hearing and investigation, the Public Service Commission may make an order granting the application herein and establishing the proposed rates and charges, or such rates and charges as it may find to be equitable in the premises, all to be effective as of July 1st, 1917, except the proposed new rate for manufacturing service in the City of Charleston and vicinity to be effective as of October 1st, 1917.

Dated at Charleston, West Virginia, this 21st day of May, 1917.

UNITED FUEL GAS COMPANY,
Applicant,

By R. G. ALTIZER,
Vice President.

STATE OF WEST VIRGINIA,
County of Kanawha, To wit:

R. G. Altizer, Vice President of United Fuel Gas Company, the applicant named in the foregoing petition, being duly sworn, says that he is Vice President of the said corporation, and knows the contents of said petition, and that the facts and allegations therein contained are true, except such as are therein stated upon information and belief, and that as to such allegations he believes them to be true.

R. G. ALTIZER,
Vice President.

Taken, sworn to and subscribed before me this 21 day of May, 1917.

D. C. JAY,
Notary Public in and for said County.

My commission expires on the 2d day of Marcy, 1925.

783 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of the application filed by the United Fuel Gas Company in: Case No. 585, United Fuel Gas Company, application for authority to increase rates, lately pending before said Commission.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.] R. B. BERNHEIM,
Secretary.

784 PGH. & W. VA. RATE APPLICATION, W. VA. EX. 55.

EX. W. VA. No. 55. O. L. H.

Before the Public Service Commission of the State of West Virginia.

No. 1105.

In re Application of PITTSBURGH AND WEST VIRGINIA GAS COMPANY for Authority to Change Rates and Charges for Gas Service in the Counties of Harrison, Doddridge, Lewis, Marion, Monongalia, Taylor, Tyler, Gilmer, and Wetzel, West Va.

Comes now the above named Pittsburgh and West Virginia Gas Company, the petitioner herein and respectfully shows to the Commission as follows:

(1) That it is a public service utility, doing business under the laws of the State of West Virginia.

(2) That its principal place of business is in the City of Pittsburgh, Pennsylvania, and that it is a public service corporation engaged in the production, transportation and sale of gas in the Counties of Harrison, Doddridge, Lewis, Marion, Monongalia, Taylor, Tyler, Gilmer, and Wetzel, West Virginia, and furnished gas in the following Cities and Towns in the said Counties: Grafton, Shinnston, Blueville, Boothville, Burton, Colfax, Daybrook, Enterprise, Fetterman, Fleming, Gypsy, Haywood, Hutchinson, Lumberport, Pruntytown, Rosebud, Rosemont, Thornton, Worthington, Industrial, Weston and Mannington, and other towns, and to many consumers in towns and villages along its lines in the Counties aforesaid, and as such public service corporation it is subject to the provisions of Chapter 15-0 of the Code of West Virginia, 1916, applicable to this class of public service utilities.

(3) That at this time it has in effect the following schedule of rates for gas:

Rate for Gas Supplied for Domestic Service, Use in Public Buildings, Industrial Purposes, Drilling Wells, and All Other Purposes.

The rate for natural gas sold for domestic service, for use in public buildings, for industrial purposes, for the drilling of wells, and for all other purposes, is thirty-two cents per thousand cubic feet, less a discount of two cents per thousand cubic feet for prompt payment of monthly bills.

These rates are effective in all localities served by the said Pittsburgh and West Virginia Gas Company, with the exception of the town of Industrial, in Harrison County, West Virginia and also with the exception of Taylor County, West Virginia.

785 In Taylor County, West Virginia, the following rates are in force:

Class 1. Domestic.—The rate for natural gas for domestic consumption is thirty cents per thousand cubic feet, less a discount of two cents per thousand cubic feet for prompt payment of monthly bills.

Class 2. Public Schools, Public Buildings (National, State, County, and City), Public Hospitals and Churches.—The rate for natural gas is twenty eight cents per thousand cubic feet, less a discount of two cents per thousand cubic feet for prompt payment of monthly bills.

Class 3. Industrial and Drilling Service.—The rate for natural gas supplied during each calendar month is twenty-five cents per thousand cubic feet, less a discount of two cents per thousand cubic feet for prompt payment of monthly bills.

(4) That it applies to the Public Service Commission for authority to change its rates for the reason that said rates are inadequate and insufficient to meet the increase in the cost of production of its product, and the sale of its product to the consumers, and to provide a fair return to applicant for its services. The rapid increase in the cost of materials, the rise in the rate of wages which must be paid all labor, the increased cost of drilling wells and the decreased production of wells are some of the factors which make necessary the increase to consumers in the rates here applied for. The Company must also now pay a higher price for gas purchased in the field which is a large item of its costs.

(5) That application is hereby made for authority to change the rates of said applicant in the Counties of Harrison, Doddridge, Lewis, Marion, Monongalia, Taylor, Tyler, Gilmer and Wetzel, in the State of West Virginia and to put into effect the following schedules:

Domestic service:

The rates for gas sold for domestic service, and for use in Public Buildings, Hospitals, Schools and Churches and for all use except Industrial and Drilling service is as follows:

1. A readiness-to-serve charge to each consumer of fifty cents per meter per month, on which there is no discount for prompt payment. This charge is is addition to the charge for gas consumed.

2. A Quantity Charge for gas consumed each month as follows:

For the first 10,000 cubic feet in each month, forty two cents per thousand cubic feet.

For the next 10,000 cubic feet in each month, forty seven cents per thousand cubic feet.

786 For the next 5,000 cubic feet in each month, fifty two cents per thousand cubic feet.

For all over 25,000 cubic feet in each month, fifty seven cents per thousand cubic feet.

The Quantity Rate is subject to a discount of Two Cents per thousand cubic feet for payment of monthly bills within the discount period provided in the Rules and Regulations.

Industrial and drilling service:

The Rate for gas sold for Industrial Service and for Drilling of Wells, is forty-two cents per thousand cubic feet less a discount of two cents per thousand cubic feet for payment of monthly bills within the discount period provided in the contract or the Rules and Regulations. The Company reserves the right to curtail or discontinue the supply of gas to industrial and drilling consumers whenever it shall be necessary to do so in order to supply gas to its domestic consumers.

Flat rate for incandescent street lamps:

Where gas is used for lighting street lights the rate is twelve ($12.00) dollars per year for single mantle lamps, and for each additional single mantle burner on the same lamp the rate is six ($6.00) dollars per year. The Company reserves the right to discontinue service to lamps persistantly left burning during the daytime. This rate is for street lights where it is not practicable to measure the gas by meter.

The rates are effective in all localities served by the Pittsburgh and West Virginia Gas Company, in the State of West Virginia.

(6) Applicant believes that no other public service utility is interested in this proposed change of rates except the Monongahela Valley Traction Company at Fairmont, West Virginia.

Wherefore the said applicant prays that after due hearing and investigation the Public Service Commission may make an order granting the application herein and establishing the proposed rates

and charges or such rates and charges as it may find to be equitable in the premises.

Dated at Pittsburgh, Pennsylvania, this — day of August, A. D. 1920.

PITTSBURGH AND WEST VIRGINIA GAS COMPANY,
By A. HURLBURT,
General Manager.

A. W. ROBERTSON,
B. V. McCLENTIC,
J. H. GAINES,
Attorneys.

STATE OF WEST VIRGINIA,
County of Kanawha, ss:

A. Hurlburt, General Manager of the Pittsburgh and West Virginia Gas Company, named in the foregoing application, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information,
787 and that so far as they are therein stated to be upon information, he believes them to be true.

A. HURLBURT.

Taken, sworn to and subscribed before me this 14th day of August, A. D. 1920.

L. E. McWHORTER,
Notary Public.

My Commission expires on the 26th day of Jany., 1927.

788 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of the application filed by the Pittsburgh & West Virginia Gas Company in: Case No. 1105, Pittsburgh & West Virginia Gas Company, application for authority to increase rates, now pending before said Commission.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.] R. B. BERNHEIM,
Secretary.

EX. W. VA. No. 56. O. L. H.

The Public Service Commission of West Virginia,

Capitol Building,

Charleston.

A meeting of the Public Service Commission of West Virginia, held on the 25th day of November, 1918.

* * * * * * *

Case No. 828.

RESERVE GAS COMPANY.

Application to Change Rates on Natural Gas.

Whereas, application has this day been filed by the Reserve Gas Company for authority to change its gas rates, it is ordered that leave be granted to any one interested to file objection thereto before the Commission at any time on or before the 14th day of January, 1919, and this matter be set down for hearing at a meeting of the Commission to be held at its offices in the Capitol Building in the City of Charleston on the said 14th day of January, 1919, at two o'clock p. m., at which time any one may appear and make such objection thereto as may be deemed proper.

It is further ordered that the applicant publish a copy of this order once each week for four successive weeks in two newspapers of opposite politics, if such there be, and of general circulation in the county or counties affected by the proposed change in rates; and said applicant shall also mail to or serve on each of its consumers affected by the proposed change in rates at least fifteen days prior to the said 14th day of January, 1919, a written notice in the form prescribed by the Commission, showing that it has applied to The Public Service Commission for authority to change its rates, the time and place of such hearing, and the rates proposed to be charged by it; making due return thereof to this Commission on or before the day of hearing.

A copy.

Teste:

R. B. BERNHEIM,
Secretary.

790 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of an order entered by The Public Service Commission on November 25, 1918, filing and setting down for hearing the application of the Reserve Gas Company in: Case No. 828, Reserve Gas Company, application for authority to change rates.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.] R. B. BERNHEIM,
Secretary.

791 RESERVE CO. RATE ORDER, W. VA. EX. 57.

EX. W. VA. No. 57. O. L. H.

The Public Service Commission of West Virginia,

Capitol Building,

Charleston.

Regular session of the Public Service Commission of West Virginia, for the month of March, held on Tuesday, the 11th day of March, A. D., 1919.

* * * * * * *

Case No. 828.

RESERVE GAS COMPANY.

Application to Change Rates.

This day this cause came on again to be heard upon the papers heretofore filed herein, upon the evidence heretofore taken herein, upon the present record thereof and upon the argument of counsel.

Upon consideration whereof, the Commission is of opinion that the rates, asked to be put into effect by said applicant as to the villages of Oxford and Camden, are just and reasonable.

It is, therefore, ordered that said application, in so far as the same was excepted and left open for further consideration, by the order entered herein on January 16, 1919, be, and the same is hereby granted, to include the villages of Oxford and Camden, to take effect on and after the meter readings for the month of March, 1919,

following this day, and as to flat rate service for street lighting service, on March 20, 1919.

The rates and charges herein allowed and granted as to the said villages of Oxford and Camden are the same rates and charges as particularly set forth in said order of January 16, 1919, as to all other territory of the Reserve Gas Company in said order specified, being particularly described and set forth in "Natural Gas Rate Schedule No. 5," part of applicant's petition herein.

A copy.

Teste.

R. B. BERNHEIM,
Secretary.

792 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of an order entered by The Public Service Commission on March 11, 1919, in: Case No. 828, Reserve Gas Company, application to change rates.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.] R. B. BERNHEIM,
Secretary.

793 MFG. CO. RATE APPLICATION, W. VA. EX. 58.

EX. W. VA. No. 58. O. L. H.

The Public Service Commission of West Virginia, Capitol Building, Charleston.

A meeting of the Public Service Commission of West Virginia, held on the 24th day of June, A. D., 1920.

* * * * * * *

Case No. 1071.

MANUFACTURERS LIGHT & HEAT COMPANY.

Application for Authority to Change Rates.

Whereas, application has this day been filed by the Manufacturers Light & Heat Company for authority to change its rates, it is ordered that leave be granted to any one interested to file objection

thereto before the Commission at any time on or before the 26th day of July, 1920, and this matter be set down for hearing at a meeting of the Commission to be held at its offices in the Capitol Building in the City of Charleston on said 26th day of July, 1920, at ten o'clock a. m., at which time any one may appear and make such objection thereto as may be deemed proper.

It is further ordered that the applicant publish a copy of this order once each week for four successive weeks in two newspapers of opposite politics, if such there be, and of general circulation in the county or counties affected by the proposed change in rates; and said applicant shall also mail to or serve on each of its consumers affected thereby at least twenty days prior to said 26th day of July, 1920, written notice in the form prescribed by the Commission, showing that it has applied to The Public Service Commission for authority to change its rates, the rates proposed to be charged, and the time and place of such hearing; making due return of all thereof on or before the day of hearing.

A copy.

Teste:

R. B. BERNHEIM,
Secretary.

794 STATE OF WEST VIRGINIA, *To wit:*

The Pubilc Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of an order entered by The Public Service Commission on June 24, 1920, filing and setting down for hearing the application of the Manufacturers Light & Heat Company in: Case No. 1071, Manufacturers Light & Heat Company, Application for authority to change rates.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.]

R. B. BERNHEIM,
Secretary.

EX. W. VA. No. 59. O. L. H.

The Public Service Commission of West Virginia.

Capitol Building,

Charleston.

A meeting of the Public Service Commission of West Virginia, held on the 18th day of August, A. D., 1920.

* * * * * * *

Case No. 1071.

MANUFACTURERS LIGHT & HEAT COMPANY.

Application for Authority to Change Its Rates, Tolls and Charges.

This cause came on this day to be finally heard upon the application of the Manufacturers Light & Heat Company for authority to change its rates, tolls and charges for natural gas served by it to various communities in said application set out; upon the order of the Public Service Commission on said application entered on the 24th day of June, 1920; upon notices published and served as required by said order; upon the appearances by the City of McMechen, in Marshall county, and the Town of Middlebourne, in Tyler County, protesting against the increases applied for; upon evidence of witnesses for applicant company, together with numerous exhibits filed therewith, and upon the withdrawal of all objections by counsel for said protestants, and was argued by counsel;

Upon consideration of all of which it is ordered that the applicant, Manufacturers Light & Heat Company, be, and it is hereby, authorized to publish and put into effect the following schedule of rates, to wit:

Schedule of Rates for Domestic Service.

For all gas furnished and delivered in any one month to domestic consumers in Chester, Congo, Fairview, Follansbee, Hollidays Cove, Newell, New Cumberland, Weirton, Wellsburg, Brooke county and Hancock county:

Forty-seven (47¢) cents per thousand cubic feet, subject to a discount of two (2¢) cents per thousand cubic feet for payment of bill on or before the 10th day of the month following that in which such gas in furnished.

For all gas furnished and delivered in any one month to domestic consumers in Benwood, Glendale, Glenova, McMechen, Moundsville,

Warwood, West Liberty, Marshall county (Clay, Union, Washington, Sand Hill and Webster Districts) and Ohio county:

Forty-five (45¢) cents per thousand cubic feet, subject to a discount of three (3¢) cents per thousand cubic feet for payment of bill on or before the 10th day of the month following that in which such gas in furnished.

796 For all gas furnished and delivered in any one month to domestic consumers in Blacksville, Brooklyn, Cameron, Glen Easton, Hundred, New Martinsville, Sedalia, Doddridge county, Harrison county, Marion county, Marshall county, (Cameron, Franklin, Liberty and Meade districts), Monongalia county, Tyler county and Wetzel county:

Thirty-seven (37¢) cents per thousand cubic feet, subject to a discount of three (3¢) cents per thousand cubic feet for payment of bill on or before the 10th day of the month following that in which such gas is furnished.

Minimum monthly charge to all domestic consumers, 80¢.

The foregoing rates are based upon meter pressure not exceeding eight ounces.

The foregoing rates shall become effective as of August 1, 1920, and shall include all gas consumed after the meter readings of July, provided said meter readings shall not antedate the 25th day of July, 1920.

It is further ordered that in so far as said applicant company seeks, by its application, to have applied rates known as the "sliding scale upward," by which it would be authorized and permitted to charge all consumers to whom it delivers more than 40,000 cubic feet of gas per month a higher rate for such excess, be denied, but the determination of the matters arising thereon is reserved by the Commission for its future decision and order, with leave to the applicant to offer testimony in support of said proposed rates, and for this purpose only this cause is retained on the docket.

It is further ordered that said applicant company shall forthwith file with the Secretary of this Commission its schedule of rates in accordance with the foregoing order, as required by law.

A copy.

Teste:

R. B. BERNHEIM,
Secretary.

797 STATE OF WEST VIRGINIA, *To wit:*

The Public Service Commission.

I, R. B. Bernheim, Secretary of The Public Service Commission of West Virginia, do hereby certify that the foregoing is a true and correct copy of a final order entered by the Commission on August 18, 1920, in: Case No. 1071, Manufacturers Light & Heat Company, application for authority to change rates.

I do hereby certify that the seal of The Public Service Commission of West Virginia was lost in the fire which destroyed the State House on January 3, 1921.

Given under my hand at the offices of the Commission in the City of Charleston, this 7th day of February, 1921.

[SEAL.] R. B. BERNHEIM,
Secretary.

EX. W. VA. NO. 60. O. L. H.

The Public Service Commission of the Commonwealth of Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA, *ss:*

I, John G. Hopwood, Secretary of The Public Service Commission of the Commonwealth of Pennsylvania, do hereby certify, That the attached are full, true and correct copies of the reports and orders of the said Commission and of the decisions of the Superior Court of Pennsylvania, entered under the dates mentioned, as the same remain of record and on file to the respective numbers, in this office: Louis Franke vs. Johnstown Fuel Supply Company and Peoples Natural Gas Company (C. 1098), December 4, 1917; Peoples Natural Gas Company, Appellant, vs. The Public Service Commission of the Commonwealth of Pennsylvania, Appellee, et al. (No. 111 April Term, 1918, Superior Court of Pennsylvania), October 31, 1918; Trades and Labor Council of Uniontown, et al. (C. 1415) and John Duggan, et al. (C. 1433) vs. Fayette County Gas Company, October 29, 1917; Fayette County Gas Company, Appellant, vs. The Public Service Commission of the Commonwealth of Pennsylvania, Appellee, (No. 107 April Term, 1918, Superior Court of Pennsylvania) October 31, 1918; John O. Ulrich vs. Eastern Pennsylvania Light, Heat and Power Company (C. 431) November 23, 1915; John O. Ulrich vs. Eastern Pennsylvania Light, Heat and Power Company (C. 1073), April 3, 1917; Fred Palmer-Poroner vs. The Consumers' Gas Company of Reading (C. 1657) October 29, 1917; T. D. Washburn, et al. vs. McKean Natural Gas Company (C. 1644) January 14, 1918; William B. Horton vs.
799 Shenango Valley Electric Light Company (C. 2377) December 10, 1918; City of New Castle, et al. vs. City of New Castle Water Company (C. 2450), March 31, 1919; H. C. Gibson, et al. vs. Union Heat and Light Company (C. 2084), April 15, 1919; C. W. Dean vs. Abington Electric Company (C. 2576), May 13, 1919; R. W. Peters, et al. vs. Pennsylvania Gas Company (C. 2914), August 26, 1919; H. N. Fleming vs. Home Heating Company (C. 2965) October 28, 1919; W. Percival Johnson, et al. vs. Philadelphia Suburban Gas and Electric Company (C. 2976) October 28, 1919; H. N. Smith, et al. vs. Home Electric Light and

Steam Heating Company (C. 2974) November 6, 1919; I. N. Hickman, et al. vs. Randall Gas Company (C. 2956) November 11, 1919; F. L. Williams, et al. vs. Union Heat and Light Company (C. 2985-2987) November 25, 1919; Application Glen Mills Electric Company (A. 2785-1919) February 3, 1920; Austin Borough Council vs. Potter Gas Company (C. 3147) April 20, 1920.

In testimony whereof, I have hereunto set my hand and caused the seal of The Public Service Commission of the Commonwealth of Pennsylvania to be affixed, this tenth day of December, 1920.

[Seal The Public Service Commission, Commonwealth of Pennsylvania.]

JNO. G. HOPWOOD,
Secretary,
The Public Service Commission of the Commonwealth of Pennsylvania.

800 The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, 1098.

LOUIS FRANKE

vs.

JOHNSTOWN FUEL SUPPLY COMPANY, PEOPLES NATURAL GAS COMPANY.

Order of the Commission.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and demurrer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things having been had, and the Commission having found that the service which the Peoples Natural Gas Company is engaged in is a public service, and that the Peoples Natural Gas Company is a public service company within the meaning of The Public Service Company Law.

Now, to-wit, December 4th, 1917, it is ordered: That the demurrer of the Peoples Natural Gas Company, be and the same hereby is overruled.

It is further ordered: That the Peoples Natural Gas Company file, post and publish according to law, its tariff and schedule of rates covering the service complained of in this complaint within fifteen days after the service of this order.

And it is further ordered: That the application of the Johnstown Fuel Supply Company requesting permission to put into effect its schedule of increased rates in advance of the final finding and de-

termination of the Commission, be and the same hereby is denied.
By the Commission:
(Signed) WM. D. B. AINEY,
C-airman.

Attest:
(Signed) A. B. MILLAR,
[SEAL.] *Secretary.*

801

No. 341.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 1415.

TRADES AND LABOR COUNCIL OF UNIONTOWN et al.

VS.

FAYETTE COUNTY GAS COMPANY.

Complaint Docket, No. 1433.

JOHN DUGGAN et al.

VS.

FAYETTE COUNTY GAS COMPANY.

A foreign corporation cannot carry on business in Pennsylvania without complying with the laws of this State which practically places it in the category of a domestic corporation. Its foreign character does not put it beyond the control of the Public Service Commission. Without the approval of the Commission it cannot exercise its powers and franchises within the State. The Public Service Company Law specifically places foreign corporations under the control of the Public Service Commission in the same manner as domestic corporations.

Natural gas is an article of commerce and it may be transported, and when so transported from one State to another or between States, is a subject of interstate commerce. It is, however, excepted from the provisions of the Interstate Commerce Act by Act of Congress of June 26, 1906.

A foreign corporation lawfully engaged in furnishing natural gas produced outside of the State of Pennsylvania to consumers within the State of Pennsylvania, is subject to the control of the Pennsylvania Public Service Commission, and the said Commission has jurisdiction in the matter of a complaint alleging that the rates charged by said corporation are excessive, unreasonable and unjust.

Appearances:

E. C. Higby,
Harry W. Byrne,
Representing the Complainants.

L. B. Denning,
George J. Wolf,
H. S. Dumbauld,
Representing the Respondents.

Report of the Commission.

ALCORN, *Commissioner:*

These cases are before us on demurrers to complaints against an increase in the price of natural gas from 30 cents to 35 cents per thousand cubic feet. The respondent filed a new tariff effective the 26th day of April, 1917. The complaints were filed April 21st, 1917, and April 25th, 1917, respectively.

The parties filed a stipulation wherein it is agreed as follows: The respondent is a corporation created by letters patent of the State of West Virginia, dated October 18, 1900; that it has been duly authorized to do business in the Commonwealth of Pennsylvania; that it obtains a supply of natural gas distributed to consumers in the State of Pennsylvania from wells in the State of Pennsylvania owned by it, and from wells in the state of West Virginia under contract with the Hope Natural Gas Company; that the gas from West Virginia commingles with that from the wells in Pennsylvania in respondent's pipe lines within the latter state; that of the gas purchased by the respondent 83.12 per cent is from wells in West Virginia and 16.88 per cent from wells in Pennsylvania. The main leading from the wells in West Virginia to the station on the boundary line between West Virginia and Pennsylvania, called Core Station, belongs to the Hope Natural Gas Company, and the main from that station to the consumers in Pennsylvania belongs to the respondent. That respondent is a purchaser of natural gas from the Hope Natural Gas Company and pays therefore 50 per cent of the average price charged to domestic consumers from May 1,
802 1910, to the 30th day of April, 1920, and the respondent agrees that from 1910 to 1915 the price which the Hope Natural Gas Company shall receive shall be not less than 12½ cents per thousand cubic feet, and from 1915 to 1920 not less than 14 cents per thousand cubic feet.

The respondent in its demurrer denies the jurisdiction of the Commission for the following reasons, to wit:

1. The respondent is a non-resident corporation created and organized under and according to the laws of the State of West Virginia.

2. The business in which the respondent is engaged, being that of transporting and furnishing natural gas produced outside of the State of Pennsylvania to consumers within the State of Pennsylvania, constitutes interstate commerce and the fixing of rates for the said commodity does not come within the jurisdiction of the State Commission.

Prior to filing the demurrer the respondent has filed an answer denying that the proposed increase of rates was unfair and unreasonable and thus submitting itself to our jurisdiction. It subsequently made a motion to be permitted to withdraw the answer and file a notice in the nature of a demurrer.

As the jurisdiction of the Commission is questioned we deem it advisable to have that disposed of before proceeding with a hearing on the merits.

The respondent is a foreign corporation. It is carrying on business in the State of Pennsylvania, furnishing natural gas for light, heat and power to customers in Pennsylvania. It could not do this without complying with the laws which practically place it in the category of a domestic corporation. Its foreign character does not put it beyond the control of the Public Service Commission. The Public Service Company Law, Act of July 26, 1913, includes foreign corporations under the term "corporation" as used in that Act. Without the approval of the Commission it cannot exercise its powers and franchises within the State. The Act specifically places foreign corporations under the control of the Public Service Commission in the same manner as domestic corporations. We are of opinion that though the respondent is a foreign corporation it is still subject to our control.

If the respondent as it alleges, is engaged in interstate business, then we would be without jurisdiction unless the business is of such a purely local nature that it still remains within the control of the State in the absence of any legislation on the part of Congress.

The business of the respondent is the furnishing of natural gas to customers for light, heat and power. It is not a transportation company. The gas is transported in pipes from its own wells in Pennsylvania and from the central station where it receives gas from the State of West Virginia. The Hope Natural Gas Company, the producer of gas in West Virginia, transports this natural gas to the respondent and delivers it at the boundary line between the two states. The rate which the respondent proposes to increase and against which increase the complaints are filed, are for the gas which is used by the consumers. The gas is delivered by the respondent into the dwellings or places of business of the consumers through pipes owned by the consumer and is measured near the place of consumption. Natural gas is an article of commerce and it may be transported and when so transported from one state to another or between states is a subject of interstate commerce. It is however excepted from the provisions of the Interstate Commerce Act by Act of Congress of June 26, 1906. Section 1 of that Act provides:

"That the provisions of this act shall apply to any corporation or person or persons engaged in the transportation of oil or other commodity, except water and except natural or artificial gas, by means of pipe lines, or partly by pipe lines and partly by railroad, or partly by pipe lines and partly by water, within the meaning and purpose of this act, and to any common carrier or carriers engaged in the transportation of passengers or property * * *

So far as natural gas is concerned it is not a question of Congress having failed to legislate, but Congress has legislated and has excepted natural gas from the provisions of the Interstate Commerce Law. Were it a question of transportation which we had before us we would be obliged to hold that it was beyond the control of the State, even though no regulation has been provided by Congress. The business of this respondent company so far as it is affected by the rates in question does not partake of the nature of interstate commerce. It is purely a local matter. The respondent carries on this business by permission of the State and its present operations are restricted to consumers within the State. The gas in its wells in Pennsylvania flows through the same pipes as the gas from West Virginia. It is delivered to the customer where the connection is made at the main. The fixing of the price which the customer must pay does not in any manner affect transportation of the gas from West Virginia to Pennsylvania. It places no burden whatever upon interstate commerce. Were the furnishing of gas to local consumers a matter subject to the control of Congress, it is of such a local character that under all the authorities, in the absence of congressional action, the State would have the right to regulate it. The business of natural gas companies is not the same in all localities. It could not be the subject of uniform regulation. It is purely a local matter and comes more properly within control of the State or local governments.

803 In the Minnesota Rate Case, 230 U. S., 352, Mr. Justice Hughes said:

"But within these limitations there necessarily remains to the states until Congress acts a wide range for the permissible exercise of power appropriate to their territorial jurisdiction although interstate commerce may be affected. It extends to those matters of a local nature as to which it is impossible to derive from the constitutional grant an intention that they should go uncontrolled pending Federal intervention."

In Jamieson vs. Indiana Natural Gas Co., 128 Ind., 555, 28 N. E., 76, the Supreme Court of Indiana said:

"We affirm that natural gas is characteristically and peculiarly a local product; that its production is confined to a limited territory; that because of its local characteristics and peculiarities it is a proper subject for state regulation, and cannot, so far as regards local production, be made the subject of general legislation by Congress or,

at all events, that it does not require a uniform system as between the states for its regulation."

In State vs. Flannely, 152 Pac., 22 (Pur. 1916 C 810), the Supreme Court of Kansas stated the principle in the following language:

"Assuming that the sale of natural gas produced in Oklahoma, from there imported into this state through pipe lines and here sold to consumers throughout the state is interstate commerce; it is not national in its nature; it does not admit of one uniform system of regulation; it is not the kind of interstate commerce which requires exclusive legislation by Congress, and until Congress acts it is under the control of this state."

While the precise question before us has not been decided by the United States Supreme Court, it has been determined in two cases, one in the United States District Court of the Northern District of West Virginia and the other in the Supreme Court of the State of Kansas. In these, the jurisdiction of the Utilities Commission to regulate the rates charged by a natural gas company was sustained. Manufacturers Heat and Light Co., vs. Ott, and the P. S. C. of West Virginia, 215 Fed., 940 State, ex rel. vs. Flannely et al., supra.

In Washington Water Power Co. vs. Montana Power Co., Pur. 1916, E. 144, the Idaho Public Utilities Commission made a very clear distinction between the transportation of electricity and its distribution for retail within a state after having been transmitted from another state, and held that such distribution was not interstate commerce and that state regulation thereof was valid.

An opposite view has been taken by the United States District Court of Kansas in Langdon vs. Public Utilities Commission et al. This case has only been decided recently and has not yet been reported, but a copy of the opinion of Judge Booth is on file with the papers. The facts in that case are to some extent similar to the case before us and also to the case in West Virginia hereinbefore cited. It is the same case in which the Supreme Court of Kansas in State vs. Flannely, supra, decided the question in a different way. Kansas Natural Gas Company had wells in the State of Kansas and also in Oklahoma. It distributed the natural gas through distributing agents in various cities of Kansas and Missouri. About 85 per cent of the gas sold was produced in Oklahoma and 15 per cent in Kansas. The proportions are about the same as in the present case. The United States District Court held that the distribution of the gas to the consumers in Kansas was interstate commerce and enjoined the Public Utilities Commission of the State of Kansas from enforcing the rates which it had ordered the Kansas Natural Gas Company to put into effect. An attempt was made to distinguish this case from the decision in West Virginia because there a very small proportion of the gas sold came from the State of Ohio and in the Kansas case the larger part of the gas came from the State of Oklahoma. It does not appear logical or sound to determine the question on the propor-

tion of the gas that may be produced in a foreign state. To do so would not be deciding any principle and would make its application depend upon the facts of each case. There would be no certain rule to guide as it would depend upon the opinion of the trial judge as to what proportion of the gas sold produced in a foreign state would determine whether the transaction was interstate or intrastate.

In supporting his opinion in the Kansas case, Judge Booth says:

"It appears from the evidence in the case that gas transported by the receiver from Oklahoma costs at the initial point 5 to 7 cents per 1,000 cubic feet. The difference between this cost price and the selling price to the consumer is largely, if not wholly, made up of the cost of transportation. It would seem to require no argument to establish that in any status or order fixing the price at which gas may be sold to the ultimate consumer is, under the circumstances, disclosed by the present record, in fact a fixing of rates for the transportation of the gas."

The reverse of this would serve to be the case; that is, that the cost of transportation would be an element in determining the price to be paid by the consumer and not that the price charged the consumer would fix the cost of transportation. He considers the distribution of natural gas as interstate in this case on the ground that the distributing parties were not purchasers of the gas from the Kansas Natural Gas Company, the producer, but were merely agents. If there be any force in that view then we can very readily distinguish the present case from that as the respondent here is the
804 purchaser of the natural gas from the Hope Natural Gas Company, and in the contract made a part of the stipulation filed by the parties it is particularly designated as the buyer and the Hope Company as the seller.

If the doctrine of original package has any application it would be in favor of our right to regulate the rates which the respondent charges. It purchases natural gas from the Hope Natural Gas Company of West Virginia. The gas is transported by the Hope Company in its own pipes to Core Station on the boundary between the two states; is there delivered to the respondent and commingled with the natural gas from wells in Fayette county and through pipes of the respondent in transported to the consumers in Fayette, Westmoreland and Greene counties in the State of Pennsylvania, being delivered to them either at their houses or at the burners. The consumer in such a case is very much like the customer of the merchant to whom goods have been shipped from a foreign state and are at the time on his counter or shelves ready for sale.

If the contention of the respondent be sustained, then a natural gas company distributing gas to consumers in the State of Pennsylvania would be free from any control if any of the gas came from a foreign state. This would be contrary to sound public policy.

We are of opinion that the respondent company is subject to our jurisdiction and we have the right to regulate the rates which it charges the consumers in the State of Pennsylvania. The demurrers

in both cases are therefore overruled, and we order the proceedings to a hearing upon the complaint and answers filed.

Order.

These matters being before the Public Service Commission of the Commonwealth of Pennsylvania upon complaints and demurrers on file, and having been duly heard and submitted to the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof filed of record its report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof:

Now, to wit: October 29, 1917, it is ordered: That the demurrers in these cases be, and the same hereby are overruled.

And it is further ordered: That the parties complainants and respondents proceed to a hearing upon the complaints and answers filed.

By the Commission:

WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

805

No. 134.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 431, 1915.

JOHN O. ULRICH

vs.

EASTERN PENNSYLVANIA LIGHT, HEAT & POWER CO.

The Complainant owns and operates a printing establishment on Lafayette Street, in the Borough of Tamaqua, a distance of about 350 feet from the terminus of the gas main of the Eastern Pennsylvania Light, Heat and Power Company, located on said street. The complaint alleges that the Respondent company refuses to extend its gas main and furnish him service. The Company claims that the laying of the additional main would not be compensatory. Held: That the rights, powers and privileges which are conferred upon public service companies are likewise accompanied with duties and obligations. It is a part of the contract with the Commonwealth that they should perform the service undertaken as a whole.

The public service company cannot be permitted, holding a monopoly as it does, to select the most profitable parts of the service and, supplying them, treat such performance as a compliance with its duty.

While that which is unreasonable will not be required, it may be stated as a general proposition that a corporation which undertakes to light a Borough must be ready to furnish reasonable lighting to all parts of the Borough.

Report of the Commission.

Appearances:

J. O. Ulrich, Representing the Complainant.
Otto E. Farquhar, Representing the Respondent.

PENNYPACKER, *Commissioner:*

The Borough of Tamaqua has a population of about twelve thousand persons. In it Lafayette Street runs east and west, and Pitts Street, north and south. Along the south side of Lafayette Street are the tracks of the Philadelphia and Reading Railway Company. On the north side of Lafayette Street, three hundred and fifty feet from Pitts Street, the Complainant has a printing establishment in which job printing is done and a weekly newspaper is published. It has been in existence for about six years, and it employs six men. Between it and Pitts Street there are on the north side thirteen houses, and on the south side there is also one house. The printing plant is two blocks from the main street of the town. Lafayette Street is an unpaved dirt street.

The Respondent is a Light, Heat and Power Company supplying a territory which includes the whole of Schuylkill and a part of Northumberland County. By merger it absorbed a gas company which has a monopoly of supplying light in the Borough of Tamaqua. It has a main on Pitts Street. It has another on Clay Street, parallel with Lafayette Street, two blocks away. It has another on Lafayette Street which approaches from the west to within four hundred and twenty-five feet of the plant of the Complainant, but between this point and Pitts Street no pipes are laid.

The Complainant in his petition asks that the Respondent may be directed "to furnish and maintain such service as may be sufficient to supply gas for the accommodation of his printing establishment."

The Respondent objects to being required to lay this additional main on the ground that it would not be compensatory. It is estimated that the cost including a sum required to be paid to the Borough upon opening the street, would be from $500.00 to $575.00. The Respondent has indicated a willingness to lay the main if people make deposits of cash with it sufficient to guarantee the outlay, and has sought to ascertain how many were willing without much success. On the 21st of July, 1915, it made a proposition to the Complainant in effect that he pay the expense of getting a permit from the Bor-

ough (about $195.00); that he pay the cost of the extension
806 of the gas main which it should lay to be treated as a payment for the gas he should consume in eighteen months; that if the gas so consumed should not equal the amount of the deposit, the difference to be forfeited to it, and that if the amount consumed should exceed the deposit, he to pay the excess. This manifestly one-sided and unfair proposition was rejected, and the matter after repeated attempts at an amicable settlement, is now before the Commission for its determination.

The rights, powers and privileges which are conferred upon public service companies are likewise accompanied with duties and obligations. It is a part of the contract with the Commonwealth that they should perform the service undertaken. That service must be regarded with some breadth of view. The undertaking is to perform the service as a whole. The public service company cannot be permitted, holding a monopoly as it often does, to select the most profitable parts of the service, and supplying them, treat such performance as a compliance with its duty. While that which is unreasonable will not be required of it, and care will always be taken to see that unnecessary imposition upon it are not permitted, it may be stated as a general proposition, that a corporation which undertakes to light a Borough must be ready to furnish reasonable lighting to all parts of the Borough.

In the present case the Respondent has a monopoly for lighting the Borough of Tamaqua, and its citizens are prevented from securing their light in any other way. Within a distance of three hundred and fifty feet there are a printing house and fourteen dwellings which may be in need of light. In the future there will doubtless be more. The Complainant describes his business as profitable, and it has existed for six years. He estimates that he will use ten dollars' worth of gas each month, and this estimate is based on the amount of gasoline now consumed. The extension of the main will be in the direction of the Respondent's main already laid on Lafayette Street, at the other end of the block, with which it may be presently connected.

It is the opinion of the Commission that the prayer of the Complainant's petition ought to be granted, and an Order in accordance therewith be issued.

Order.

This case being at issue upon complaint and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having, on the date hereof, made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof.

Now, to wit, November 23, 1915, it is ordered: That the Eastern Pennsylvania Light, Heat and Power Company shall, on or before January 24, 1916, lay and maintain its gas main and other facilities on Lafayette Street, in the Borough of Tamaqua, to the plant of

John O. Ulrich, the Complainant, and furnish and maintain such service as will be sufficient to supply gas for the accommodation of his printing establishment.

By the Commission:

(Signed) WM. D. B. AINEY,
Chairman.

Attest:

[SEAL.] A. B. MILLAR,
Secretary.

807 No. 273.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 1073.

JOHN O. ULRICH

vs.

EASTERN PENNSYLVANIA LIGHT, HEAT & POWER COMPANY.

The mere fact of having corporate rights and authority to exercise the same within a borough is not in and of itself a sufficient and compelling reason, under all circumstances and conditions, why a public service company should be required to extend its service to any portion of the town on the application of a prospective consumer within the borders of the municipality. There should appear in the petition for the proposed extension of facilities some evidence that the service desired contains some elements of remuneration within a reasonable period of time, and that if granted, it would not prove chiefly or wholly an economic waste.

Appearances:

Otto E. Farquhar, Representing the Respondent.

Report of the Commission.

BRECHT, *Commissioner:*

The complainant is the owner of premises consisting of five dwellings on the south side of Van Gelder street, between Green and Nescopec streets, in the borough of Tamaqua, Schuylkill county. The said Van Gelder street in that vicinity is not supplied with a gas main, and it appears the complainant has not been able to obtain service from respondent at the rates usually charged other citizens of the said borough for the use of gas.

In the complaint filed it is alleged that respondent offered to supply gas on the aforesaid premises of complainant if he would "guar-

antee one hundred dollars per year, in equal monthly installments, for a period of ten years," which offer was refused. It is further alleged that the Eastern Pennsylvania Light, Heat and Power Company, respondent, is the only company which furnishes gas in the borough of Tamaqua, and that by the refusal of said company to furnish gas as requested, the complainant suffers great "inconvenience, damage and injury."

The respondent in its answers avers that it is "ready and willing" to furnish gas to complainant's premises on Van Gelder street upon "reasonable terms and conditions;" and that the petition of the complainant does not set forth all the material parts of respondent's offer, in that the said one hundred dollars would be reduced by the amount received from other consumers who took service along the proposed extension.

When the hearing was held the complainant failed to appear or be represented. Subsequently another opportunity was given him to present testimony in the case if he so desired. In reply complainant stated that he did not appear at the hearing because he believed all the material matter involved was found in the record, and that he would have no brief to file. Later he filed a statement of facts which he intended to prove at a hearing and stated that trouble and expenses would be saved if respondent would agree that such facts as therein contained could be proved.

Subsequently the aforesaid statement of facts submitted by complainant was signed by both parties in interest and filed with the record in this case. The material facts set forth in the stipulation are substantially the same as were recited by complainant in his petition. In addition thereto it was agreed that complainant was willing to pay the usual rates of respondent for all gas consumed by him, and that he declined to pay the sum of $100.00 for the proposed service; that there are thirteen dwellings in Van Gelder street between Green and Nescopec streets; that Van Gelder street is an unopened street except between said Green and Nescopec streets; and that there are now six persons residing on Van Gelder street who expressed a desire to use gas and have the same installed.

The evidence submitted by respondent is substantially as follows: The section of Tamaqua lying in the vicinity of complainant's premises is situated on the slope of a hill and is built up sparsely. No gas mains have been installed within a radius of practically one thousand feet from the dwellings of complainant. To furnish him with service, connection with respondent's gas main must be
808 made at one of three points. The shortest and cheapest construction is to connect with the supply main at Hunter and Spruce streets and run the extension west 410 feet on Spruce street to Nescopec street, north 200 feet on Nescopec street to Van Gelder street, and then west 384 feet on Van Gelder street to the dwelling houses of complainant, a total distance of 994 feet. The next best route is to connect with the company's main at Green and Penn streets and run the extension north on Green street, and then east on Spruce street, then north on Nescopec and west on Van Gelder street to the place of service, a total distance of 1,318 feet. Another

way in which it might be done is to connect with the gas main on the north at Broad and Nescopec streets and install an extension south on Nescopec to Van Gelder street and then west on Van Gelder street to the premises in question, a distance of 1,145 feet. Along this route there are no houses between Broad street and Van Gelder street. Over all the foregoing routes the work of laying a pipe would be expensive since the ground is largely composed of shale rock and at some points of hard rock which would make blasting frequently necessary to get a proper depth of trench.

Items of expense covering the probable cost of pipe, labor and excavating, tools used, drayage and freight paid, were submitted by respondent. These figures show that it would cost $932.73 to make the pipe extension of 994 feet from Hunter and Spruce streets to the premises of complainant on Van Gelder street. It was held that this was the cheapest route over which the extension could be made. The contract agent of respondent testified that along this route there are 37 residences, 28 occupied by tenants, 5 by the owners and 4 of them unoccupied. Of the 33 occupants of the aforesaid premises respondent after a careful canvas- made for the purpose of securing customers had succeeded in getting only seven (since then increased to eight) prospective consumers of gas if the proposed pipe line should be laid. But according to the testimony offered neither the complainant nor any of the others would give any assurance as to the probable amount of gas they would use in a year nor as to the length of time they would desire service, and consequently respondent was left without any definite means of knowing or ascertaining what probable amount of revenue it would receive if the proposed improvement were made.

The testimony offered also attempted to show that because of the comparatively cheap price of coal at Tamaqua, the consumers along the route proposed would use gas chiefly for cooking and other domestic purposes during three or four months in summer, and very little if any during the balance of the year. From an estimate submitted by one of the witnesses based upon the records of the company showing the actual gas consumed by that class of consumers it appears that 31 cents would be about the average monthly income received from each consumer in this instance. The total revenue upon that basis of which the respondent has some assurance would therefore amount in this case to approximately $30 per annum. Against this amount of gross income respondent claims that a conservative estimate of the cost of installing the improvement, places the amount in round numbers at about $925.00, making the annual expense not including cost of operation at least $150.00.

The data presented in this case giving the length of extension required, the cost of laying the pipe, the probable annual revenue and expense to be attributed to the new installation of service are wholly ex parte having been prepared by one party in interest without any attempt by the other side to check or disprove their accuracy. The only matter which the complainant brought to the attention of the Commission is in effect that he desired respondent to install a supply pipe and furnish service on his premises at the usual rates charged other consumers, and further that he refused to pay and

would not consider any proposition to pay any additional compensation for the installation of said service.

Apparently the complainant concluded to rest his case on the assumption that inasmuch as respondent is a public service corporation engaged in the business of manufacturing and selling artificial gas in the borough of Tamaqua, it is bound under its charter and franchise rights to extend its pipes and furnish service within the bounds of the borough when requested so to do by any citizen of the municipality who may desire to use gas, regardless of the revenue that may be derived from such extension of its facilities. The sole question therefore for the Commission to determine in this proceeding is whether a gas company under its corporate rights and obligations is required to extend its service whenever the same is so desired by a prospective consumer residing in the municipality within which the said corporation is doing business.

In Ulrich vs. Eastern Pennsylvania Light, Heat and Power Company, C. D. 431, 1915, the Commission in requiring respondent to build an extension pipe to supply service to complainant held that:

"The rights, powers and privileges which are conferred upon public service companies are likewise accompanied with duties and obligations. It is a part of the contract with the Commonwealth that they should perform the service undertaken. That service must be regarded with some breadth of view. The undertaking is to perform the service as a whole. The public service company cannot be permitted, holding a monopoly as it often does, to select the most profitable parts of the service and supplying them, treat such performance as a compliance with its duty. While that
809 which is unreasonable will not be required of it, and care will always be taken to see that unnecessary impositions upon it are not permitted, it may be stated as a general proposition, that a corporation which undertakes to light a borough must be ready to furnish reasonable lighting to all parts of the borough."

In the foregoing proceeding the conditions and circumstances were substantially different from those present in the case here pending. In the report of that case it appears that the extension asked for was in the direction of respondent's main at the other end of the block on the same street, that the length of the extension was only three hundred and fifty feet, that along the proposed extension there were complainant's printing house and fourteen dwellings which could use service, that in the near future there would doubtless be more users, that the printing plant in question is two blocks from the main street of the town, and that complainant estimated that he would use ten dollars' worth of gas each month.

The record in the present case shows that the block in Van Gelder street where the service is desired is some distance from the main portion of the town, that the line necessary to reach complainant would be the nearest route measure 994 feet, that by reason of the rocky character of the ground the cost of installing a pipe would be comparatively expensive, that the pipe laid would terminate in a

block beyond which on the north, west and south sides there are no homes or other buildings, and no prospect looking toward the erection of dwellings in that vicinity in the near future. It also appears that there is no business place located along the route of the proposed extension, that while there are some thirty dwellings along the line the occupants with perhaps a few exceptions would not consume gas to any appreciable extent owing to local conditions, that respondent after a diligent canvass succeeded in getting only eight parties who indicated that they were willing to use gas if the supply pipe is installed, and that neither the complainant nor any of the others would give respondent any estimate or idea of the probable amount of gas they would purchase during a year.

These differences in the conditions and circumstances underlying the two cases are sufficient to explain what the Commission had in mind when it said in the case cited above "That a corporation which undertakes to light a borough must be ready to furnish reasonable lighting to all parts of the borough." It is clearly an attempt by the Commission to indicate that conditions might prevail under which the service furnished if required could not be defined or described as "reasonable lighting" to all parts of the borough. This principle was recognized and set forth more at length and in more explicit language by the Commission in Fisk vs. Abington Electric Company, C. D. 358, 1915, where this phraseology is used:

"That a public service company should have the right to pick out the profitable customers and leave all others without service, would not, in our opinion, be rendering such public service as the law contemplates. Of course, just how far a public service company should be required to go in making extensions to serve its patrons is often a difficult matter to determine and each extension must be determined from the facts surrounding the same. Any unreasonable extension should not be required; on the other hand, when a public service company enters upon its duties to render a public service in a community it should be compelled to render such a general service as the reasonable demands of the community *as* such time and in the near future may require, and proper provision should be made therefor, even to the extent of making extensions that will meet reasonable demands that will be made of it in the future."

Substantially the same question was passed upon by the Commission in Bixler, et al., vs. United Electric Company of Lemoyne, C. D. 331, 1915, where it took occasion to say:

"Under conditions so uncertain and precarious, the Commission would not feel warranted in requiring the respondent to install the service requested by complainants, unless it were to append to the order some guaranty or element of protection somewhat similar to the one contained in the offer submitted by respondent. The proposition suggested by the company can not be considered extravagant under existing circumstances, and seems to be about the only feasible method respondent could take to protect itself against furnishing a

service that might, in spite of intentions and assurances to the contrary, prove to be comparatively transient."

The position taken in the above cited cases is an attempt to give all parties in interest a just and equitable deal in the matter. It is holding in effect that the desired facilities should be installed whenever it is found practicable to do so without destroying property values or impairing the efficiency of the general service; but it is also recognizing the fact that certain local conditions may exist that would make it unduly burdensome upon the operating company to make extensions to its plant equipment without some estimate or assurance of the probable consumption from the consumer for a comparatively limited period, that might be taken as an index of the prospective earnings from such extension.

The mere fact, therefore, of having corporate rights and authority to exercise the same within a borough is not in and of itself a sufficient and compelling reason under all circumstances and conditions why a public service company should be required to extend
810 its service to any portion of the town on the application of a prospective consumer residing within the borders of the municipality. There should appear in the petition for the proposed extension of facilities some evidence that the service desired contains some elements of renumeration within a reasonable period of time, and that if granted it would not prove chiefly or wholly an economic waste.

From the record and testimony appearing in this case the Commission is not persuaded that it is warranted under the facts submitted to require the respondent to install the supply pipe prayed for by the complainant, and an order will accordingly be made dismissing the complaint.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report *it* hereby approved and made a part hereof:

Now, to wit, April 3rd, 1917, it is ordered, that the complaint in this case be, and the same is hereby, dismissed.

By the Commission:

WM. D. B AINEY,
Chairman.

Attest:

[SEAL.] A. B. MILLAR,
Secretary.

No. 340.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 1657.

FRED PALMER-PORONER

vs.

THE CONSUMERS' GAS COMPANY OF READING.

A utility cannot under all circumstances refuse to make an extension of its service until the same becomes compensatory. A public utility engaged in the business of the respondent is required to furnish service in all parts of the municipality in which it is operating whenever a reasonable demand or prospect for such service is shown to exist. The service cannot be restricted to sections or neighborhoods from which the larger returns will flow, but must also be extended to localities where the business will not be immediately profitable or perhaps even self-sustaining until a later period in the growth and development of the community. Where circumstances so shaped the development of the utility's business that small central blocks or areas containing desirable homes and sites, particularly in a large city, have not been supplied with service, it is only a matter of simple justice that the residents on any such block, if they so desire, should be accorded the same privileges and conveniences that their neighbors in adjacent streets are permitted to enjoy. But where there is no demand for service from the residents themselves, and there is no prospect of securing at present more than six small consumers who will use gas for fuel during the summer only, the Commission will not compel the gas company to install a new gas main 580 feet in length at a cost of approximately $800 until it can be shown by evidence that the persons directly affected desire the service.

Appearances:

F. Palmer-Poroner,
Representing the Complainant.

John H. Keppelman,
J. Calhoun Smith,
William Naile,
Representing the Respondent.

Report of the Commission.

BRECHT, *Commissioner:*

Complainant is the owner of a property on Walnut Street between Eleventh and Twelfth Streets in the City of Reading. No gas main has been laid in this particular block on Walnut Street although on streets lying immediately adjacent pipes have been installed and service is furnished. It is alleged by complainant that he made application to The Consumers Gas Company, respondent, for the installat-on of a gas main in front of his premises and was refused the service he desired.

The testimony offered in the case is very meagre. It appears from the facts submitted that the block on Walnut Street in question is located in the central part of the city; that it has sixteen houses used as dwellings on the North side and none on the South side, being bounded on that side by the city park; that seven of the houses are occupied by the owners and nine by tenants, and that there are gas mains in place on Eleventh and Twelfth Street- which are about 580 feet apart at that point.

On behalf of the respondent it was testified that it would cost approximately $800.00 under present conditions to install a 4-inch main to supply the premises on this block, although two years ago it could have been done for about $400.00. No data were submitted giving items of labor and material and unit prices to show how this estimate was obtained. Complainant offered no evidence upon the cost of installation nor attempted to show that the cost figures given were too high or in error.

It appears that the property of complainant is occupied by a tenant who has not made any request for service. There is nothing in the record or testimony to show that any one outside of the complainant was making any demand for gas, or appeared at the hearing. However, it was shown from a careful canvass made for the respondent of the people residing in this block that six of the occupants would take gas for fuel purposes in the spring or summer of 1918, and the remaining nine thought they would not take it at all. It was alleged that the tenant of complainant stated during this canvass that he might use gas for illumination on the second floor of his home whenever service could be furnished. In six of the houses electricity is used.

812 It was further shown on behalf of the respondent that the gas company has been reasonably diligent to extend its service into sections and neighborhoods of the city not now furnished with gas. Apparently the various sections of the municipality not piped or furnished with facilities to supply gas have been canvassed every summer for the past five or six years to secure consumers, and thus far the respondent has been unable to get a sufficient number of patrons to warrant it in putting in a gas main on this section of Walnut Street.

Respondent's engineer estimated that it would require approximately fifteen consumers using an average consumption of about

20,000 cubic feet of gas per year to pay the company to make the proposed extension. There were no figures of plant investment or valuation of property submitted, nor any offer made to show annual receipts and operating expenses, or net earnings and dividends of the company. Consequently no data are available by which the figures of the engineer may be tested and their accuracy in some measure determined. It is quite evident that six or seven consumers using gas only for cooking during the summer months would provide only a fractional part of the revenue which is claimed to be necessary in order to make the proposed extension self-sustaining.

The respondent, however, cannot under all circumstances refuse to make an extension of its service until the same becomes compensatory. A public utility engaged in the business of the respondent is required to furnish service in all parts of the municipality in which it is operating whenever a reasonable demand or prospect for such service is shown to exist. The service cannot be restricted to sections or neighborhoods from which the larger returns will flow, but must also be extended to localities where the business will not be immediately profitable or perhaps even self-sustaining until a later period in the growth and development of the community. Where circumstances so shaped the development of the utility's business that small central blocks or areas containing desirable homes and sites, particularly in a large city, have not been supplied with service it is only a matter of simple justice that the residents on any such block, if they so desire, should be accorded the same privileges and conveniences which their neighbors on adjacent streets are permitted to enjoy.

But in the present case there is no demand for service from the residents themselves, nor does it appear that there is any prospect of securing at present more than six small consumers if the proposed extension is made, and they would use gas only for fuel during the summer. Under these circumstances the complaint should be dismissed. It would be unjust to the respondent to impose upon it the burden of installing a new gas main 580 feet in length at a cost of approximately $800.00 until it can be shown by evidence that the persons directly affected desire the service.

Order.

This matter being before the Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had, and the Commission having on the date hereof filed of record its report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof.

Now, to-wit, October 29th, 1917, it is ordered: That the complaint in this case be, and the same hereby is dismissed.

By the Commission.

WM. D. B. AINEY,

Attest:

[SEAL.] A. B. MILLAR, *Secretary.*

No. 367.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 1644.

T. D. WASHBURN et al.

vs.

McKEAN NATURAL GAS COMPANY.

Complaint was made that the respondent natural gas company intended to discontinue its service to the ten complainants, and from the testimony it appeared that the proposed discontinuance was due to the desire of the company to remove the pipe lines serving the complainants and re-located for the purpose of reaching new gas wells.

The Commission found that the continuance of service to the complainants was a reasonable requirement, and directed the company to cease and desist from making the changes proposed.

Appearances:

R. R. Lewis,
A. F. Jones,
Representing the Respondent.

Report of the Commission.

RILLING, *Commissioner:*

On August 17th, 1917, ten residents of Ceres township, McKean County, filed a complaint alleging that the respondent, the McKean Natural Gas Company had served a notice upon them, threatening to discontinue their service, and asked the Commission to issue an order compelling respondents to continue to serve them. By the answer filed by the respondent, it was admitted that such a notice was given, and it is alleged therein that the respondent was about to drill additional gas wells to maintain its supply: that the location of these new wells is such that by relocating some of the lines of the respondent, a saving of about one thousand dollars might be effected. No itemized statement was furnished the Commission, showing how that amount was determined. The line which the respondent proposes to relocate and thereby discontinue its service to complainants extends through private property for about seventeen hundred feet and along a State highway in Ceres township for about twenty-six hundred feet, passing the residence of six of the complainants, the rest of the complainants being reached by a private line connecting with said line of respondent on said highway. Three of the complainants are receiving free gas from the respondent under agree-

ment or lease. The income of respondent from other complainants served by meter, amounts to about one hundred dollars annually. The complainants alleged that the line along said State highway was originally laid as a supply line to serve them. It appears, however, that at the present time it is also used as a suction line to transport the gas from the well or wells to respondent's compressor station; that the pressure therein varies from five to twenty-eight pounds per square inch, depending upon whether or not the compressor pumps are in operation. The complainants do not object to the variation in pressure, nor does it appear that the service to complainant interferes with the distribution of gas from the wells to the compressor station. The main reason given for discontinuing the service is the saving that might be effected by relocating said line.

The respondent is a corporation organized September 27th, 1906, under the provisions of the so called Natural Gas Act of May 29th, 1885, P. L. 29, and the supplement thereto of May 11th, 1897, P. L. 52. It is engaged in producing and selling natural gas in McKean and Potter Counties, and is now selling over ninety per cent of its production to a New York Gas Company for consumption in New York State. Its gross receipts for gas sold for consumption in New York State for the year 1916 were $58,603.69. The respondent has no indebtedness and is in a prosperous condition. At the present time it is serving only forty patrons in Pennsylvania, two of whom are industrial and thirty-eight domestic consumers.

The respondent being a public service company, is required to render service to all persons who desire it in the territory from which it is chartered that by a reasonable outlay can be reached.

Under all the evidence the Commission is of opinion that the service to complainants should be continued, and an order to that effect will be issued.

814 *Order.*

This matter being before the Public Service Commission of the Commonwealth of Pennsylvania on complaint and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having, on the date hereof, made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof:

Now, to-wit, January 14th, 1918, the McKean Natural Gas Company is ordered and directed to continue its service to the complainants in accordance with the findings contained in said report.

By the Commission:

WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

No. 493.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2377.

WILLIAM B. HORTON

vs.

SHENANGO VALLEY ELECTRIC LIGHT COMPANY.

Filed September 21, 1918. Alleging Refusal to Extend Service to Residence of Complainant in Farrell, Mercer County.

A utility company enjoying an exclusive franchise, may not choose and serve only sections of their territory immediately remunerative. Reasonable extensions, determined from the facts in each case, may be ordered.

A company will not be permitted to impose a condition requiring patrons to furnish capital necessary for reasonable additions and extensions, such as it has tried to do in this case.

Service ordered at cost of respondent company.

Appearances:

B. J. Jarrett,
Representing the Complainant.

Ralph J. Baker,
Representing the Respondent.

Report of the Commission.

RILLING, *Commissioner:*

The complainant, William B. Horton, is owner of premises and resides at No. 1208 Washington Street, in the borough of Farrell, Mercer county, Pennsylvania. The respondent, the Shenango Valley Electric Light Company, exclusively serves said borough. Respondent solicited the service of complainant who signed an application therefor. It was, however, not furnished.

Complainant has a new frame dwelling house of five rooms and bath, which he first occupied November 20, 1917. It is situate in one of the new and growing sections of Farrell which, on account of the great mills operated there, is rapidly increasing in population. The American Sheet and Tin Plate Company is now constructing one hundred new houses a short distance beyond the residence of complainant, which is the third house and 110 feet from Stambaugh Avenue, upon which street respondent has a line and is rendering service. There are at least nine new houses in the immediate

vicinity of complainant's residence, and three more being constructed. Others will soon be located there, all of which will require service of respondent.

Respondent contends that its line on Stambaugh Avenue, 110 feet from complainant's residence, is not of such character that it can supply complainant therefrom. In order to render proper service to him and others in the vicinity it made a proposition, whereby it proposed to make the necessary extension, the total cost of which, at present high prices, would be $417. This sum complainant and seven others in his immediate neighborhood would be required to pay to the respondent. Of this amount $253.00 would be returned to those who advanced the same by refunding to them twenty per cent of the amount of the bills paid by them; the difference between $417 paid and $253 refunded to be retained by respondents. New patrons in this locality requiring service from such extension could be supplied without any contribution toward the cost of such extension; the statement being made by respondent's representative that the parties paying the difference between $417 and $253 might collect such portion thereof as they saw fit from any new patrons of respondent.

The position of respondent cannot be better stated than by quoting the testimony of its Superintendent, Mr. Kemmery:

(Page 17:)

"Q. Your proposition to Mr. Freeble was in accordance with the general practice of the Company as well as its allied concerns, and was that you would (render) the service provided the people to receive the service as a group would pay the company $417, the then estimated cost of the extension line without the meters?

"A. Correct.

"Q. And you furthermore agreed if that were done you would refund to this group $253 out of the $417 by allowing them 20 per cent of their bills for service?

"A. Correct.

816 "Q. And that the balance of the $417 represented the excess cost of this installation based on the difference between prices of July, 1914, and prices of the date of the estimate?

"A. Correct.

"Q. That was your agreement or tender of agreement, as the terms of getting the installation?

"A. Yes, sir.

"Q. Mr. Horton wasn't actually asked to pay $417? That was the price to the whole group?

"A. Yes, sir.

"Q. And they were to get back $253?

"A. Yes, sir; that is correct.

"Q. State whether or not that proposition in its essentials is the standard practice of this Company?

"A. Absolutely.

* * * * * * *

(Page 27:)

"Q. Suppose this proposal of the Company were accepted and you furnished the light, and the next week somebody else would want light, under what conditions would you serve them?

"A. Serve them from the line without any expense to them provided we were not required to increase our facilities to serve them."

The respondent has the sole right to serve Farrell borough. In the construction and operation of its plant it is required to provide for all of the service reasonably demanded of it in the district for which it is chartered. It cannot choose and serve only the sections immediately remunerative. Whenever required so to do, it should, at its own cost and expense, make all reasonable needed extensions. The law does not contemplate that the patron provide the capital to make reasonable additions or extensions. What is or is not a reasonable extension can only be determined from the facts in each particular case. On account of existing conditions an unprofitable extension may, in some instances, be required. The location, future prospects and all other conditions must be considered. There is, however, no contention in the case that the extension asked will be unprofitable. The necessity therefor is admitted.

The high prices prevailing, as well as the scarcity of labor and the difficulty in securing capital, do not alone constitute a sufficient ground to determine a proposed extension to be unreasonable. The abnormal conditions now existing should be given due considerations in compelling any particular extensions to be made at this time, but under no circumstances do we think that the burdens thereby imposed should all be passed over and placed upon the shoulders of the patrons, as respondent seeks to do in this case. Under the undisputed evidence, the conclusion of the Commission is that the extension needed to serve the complainant is a reasonable one and should be promptly made by respondent at its own cost. The amount of capital required is not large. An order requiring the extension be made will be issued accordingly.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties, and due investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made part hereof:

Now, to wit, December 10th, 1918, it is ordered: That the respondent, the Shenango Valley Electric Light Company, at its own cost, make the extension to its line and facilities necessary to provide the service applied for, within thirty days from the date of service of this order.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
WM. D. B. AINEY, *Chairman.*

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

817 No. 549.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2450.

CITY OF NEW CASTLE et al.

VS.

CITY OF NEW CASTLE WATER COMPANY.

Where a public utility serves a community there is imposed upon it the legal duty to make at its own cost all reasonable extensions. What is or is not a reasonable extension can only be determined from the facts in each case.

Where a utility assumes to serve a community it should consider its obligation to serve the entire district described in its charter and should so plan its affairs that it will be able so to do, within reasonable grounds. It cannot select and serve only the profitable patrons.

Appearances:

James A. Gardner, City Solicitor,
Representing the Complainants.

Warren R. Voorhis,
H. K. Gregory,
Representing the Respondents.

Report of the Commission.

RILLING, *Commissioner:*

J. F. Baxter and B. W. Thompson, complainants, allege that the respondent, the City of New Castle Water Company, refuses to extend its mains in order that they may obtain its service.

Clayton Street in New Castle extends eastwardly and westwardly, is paved, and respondent has a six-inch main therein. Fifth Street, commencing at Clayton Street, extends northwardly at right angles therefrom. It is not paved, has a sewer laid therein connecting with the sewer in Clayton Street. Complainants own two new houses on the west side of Fifth Street. The South line of the Baxter lot is 136 feet, and the south line of the Thompson lot 222 feet from the north line of Clayton Street, there being one vacant lot between complainants. J. F. Baxter occupies his new house without

any water service. The house of B. W. Thompson is vacant by reason of there being no water service therein. Both houses have bath rooms and street sprinklers, besides the other ordinary service connection. Both complainants made application to respondent for its service. Mr. Baxter paying $20.00 and Mr. Thompson $25.00 at the time of making the application. It appears this was paid to cover the cost of laying one-half inch service pipe from the street to the curb-line, and is to be returned to complainants by allowing a discount on their future water rates. To serve both complainants would require the extension of respondent's main 268 feet.

By a contract made by respondent with the City of New Castle, it is agreed, inter alia, that respondent shall extend its main at the request of private consumers when the consumption from the extended main, during the first year after any such extension is made, shall pay at the rate of ten cents for each lineal foot of such extension, and a guarantee of such amount per foot from the city or other private consumers shall require respondent to make such extension. It is also agreed that extensions for fire service shall be laid in like manner. Said contract expires January 1st, 1922, and specifies both the flat and meter rates to be charged by respondent.

Complainants are not parties to this contract, and the city and respondent are not in accord as to the legal effect of its terms. We are of opinion that the reasonableness of the extension to be made by the respondent, under its charter duties as a public utility, like the reasonableness of rates cannot be made the basis of contractual relations, but must be determined from the necessity therefor under all the facts in connection therewith.

Respondent filed a new schedule of rates, effective March 1st, 1918, increasing the rates specified in the contract about twenty-five per cent. A complaint has been filed by the city, alleging these increased rates to be excessive and unreasonable, which complaint is now pending.

By an agreement made between the parties, respondent agreed to extend its main 50 feet from its Clayton Street main. The remaining part of the main required to serve complainants was to be laid by and at their expense. This they were prepared to do at the time the sewer was laid in Fifth Street, intending to lay the same on a shoulder in the sewer trench. Respondent would not consent to the laying of the main in the sewer trench, alleging that it was not proper practice for the reason that if a break should occur the water instead of coming to the surface, and thereby giving notice of the break, would sink to the sewer and follow the same and might only be discovered after a long period. Respondent has a
818 rule to lay its main in the street eighteen feet distant from the curb line. This would not correspond with the location of the sewer in Fifth Street. Respondent offered to lay fifty feet of its main from Clayton Street, and then with the money paid by applicants, lay a service from the end of said fifty foot main to the curb line where it would place the meter to be furnished by complainants. From that point the complainants might carry the water

to their dwellings in such manner as they determined. This is not satisfactory to complainants.

It appears from the evidence that the laying of the two-inch main from Clayton Street will meet the needs of complainants as well as of other takers of water in said square. At the present time they are the only persons having dwellings fronting on Fifth Street. The cost of laying a two-inch main 268 feet in length at present high prices, according to an estimate made by respondent, would be $254.40. Respondent contends, however, that said extension should be a six-inch main for the reason that when said street is improved and built upon, the city would require a fire hydrant placed thereon, somewhere on Fifth Street, and that a six-inch main would then be needed, and it would, therefore, be necessary to duplicate a two-inch main if laid. The cost of the 268 feet of six-inch main at present high prices as estimated by respondent would be $669.33. The expenditure of this amount respondent claimed would be an unwarranted and unreasonable expenditure for it to make.

The annual amount which each of complainants would pay for water at their new residence, according to the former flat rate service, would be $18.00, and according to the new schedule $22.50. Should they desire to take service from respondent by meter, they would be required to furnish the meter at their own cost.

The only definite proposition that respondent has made is to lay, at its own cost, fifty feet of the needed 268 feet extension. It was not definitely shown whether this was to be a two or six-inch main. The locality in which complainants' two houses are erected is improving and in the near future there will be other buildings erected along Fifth Street requiring service from respondent. Under this state of facts is the extension asked for by complainants a reasonable one to be made by respondent?

The rule controlling, as this Commission has repeatedly held, is that where a public utility serves a community, there is imposed upon it the legal duty to make at its own cost all reasonable extensions. What is or is not a reasonable extension can only be determined from the facts in each case. Where a utility assumes to serve a community it should consider its obligation to serve the entire district described in its charter, and should so plan its affairs that it will be able so to do, within reasonable grounds. It cannot select and serve only the profitable patrons. Respondent has the right to collect a revenue sufficient to pay for operation, depreciation and a fair return upon its fair value. This protection and return enables it to maintain its credit and thereby secure additional capital to make reasonable extensions and additions when and as needed.

We have no hesitancy in reaching the conclusion that under all the evidence in this case the extension asked for by complainants is a reasonable one, and should be made by the respondent at its own expense. It should lay either a two-inch or six-inch main as it may itself determine. An order will issue requiring the laying of said main within sixty days from the date thereof.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties, and due investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part thereof;

Now, to wit, March 31, 1919, the City of New Castle Water Company is ordered and directed to serve the complainants with water by laying from Clayton Street, northward on Fifth Street in the City of New Castle, for a distance of two hundred and sixty-eight (268) feet, either a two-inch or six-inch main as it may itself determine.

And it is further ordered: That said main shall be laid within sixty days from the date of this order.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

819 No. 562.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2084.

H. C. GIBSON et al.

vs.

THE UNION HEAT AND LIGHT COMPANY.

Where the gas supply of a section or locality is rapidly diminishing, it is not discriminatory on the part of a gas company to restrict its supply to one locality.

Appearances:

James M. Galbreath,
Representing the Complainants.

Trax & Parker,
Representing the Respondents.

Report of the Commission.

RILLING, *Commissioner:*

The respondent, the Union Heat and Light Company, was organized under the Natural Gas Act of 1885 on November 4th, 1888, for the purpose of serving Harrisville borough and other communities in Butler and Mercer counties. Its supply was originally secured from the Keister field, so-called, near Harrisville. Later its charter was amended to permit it to supply other towns in Venango county, and it also made a contract with the United Natural Gas Company for an additional supply of gas, which, by the terms thereof, is to be distributed only to towns therein specified. Harrisville is not included. The contract further provides that the United Natural Gas Company may at any time terminate the same.

The supply of respondent at the Keister field has practically failed, and as a result respondent's patrons, at Harrisville and other places served from said source, have little or no gas. This was especially true during the severe winter of 1917-1918, and is likely again to occur. Many of the houses in Harrisville and other points served by respondent have no other means of heating, lighting or cooking, except by natural gas. To use any other fuel would involve much expense in refitting their premises.

The complaint filed alleges that the service of respondent is inadequate, that it discriminates against the residents of Harrisville, by not supplying them with the gas obtained from the United Natural Gas Company.

The complainants in this case are confronted with a condition that will, to a greater or less extent, present itself to other communities in western Pennsylvania enjoying natural gas service. Natural gas is one of Pennsylvania's greatest assets. For many years it has been supplied over an extended area for both domestic and industrial purposes. Its real value at first was little appreciated and it was wasted in a most profligate manner. All indications point to a fast decreasing supply thereof. It is apparent that it will be only by concerted effort, on the part of all who use natural gas, to curtail its consumption that its continued supply may be extended. It is obtained by drilling wells of various depths, which can only be done, particularly at the present prevailing high prices, at considerable expense, and wells that are found to produce are generally limited in their supply both in amount and time.

The testimony adduced shows that not only the respondent but others have caused additional gas wells to be drilled in the territory within a reasonable distance of Harrisville, but without securing any supply. It is evident that the supply of natural gas in that territory is being rapidly exhausted. Respondent endeavored to secure a supply of gas for complainants by contracting for same from other gas companies, but was unable so to do.

The efforts respondent has made to secure gas in the vicinity of Harrisville, as shown by the evidence, convince us that respondent

has complied with its charter duty to secure a further supply of natural gas for its patrons at Harrisville and adjacent territory and it has been unable to do so by reason of the failure of natural gas in that locality. To compel it to make a more extended attempt to secure such supply would impose upon it a greater expense than it should be called upon to make.

820 The gas supplied by the United Natural Gas Company to respondent for its patrons at Grove City and other communities, is found some distance northward of Grove City. The amount of gas received by respondent is insufficient to serve all of its patrons at Grove City, Harrisville and other points, and is also decreasing. On account of its extent we are of opinion that by restricting the same to its Grove City patrons, respondent is not discriminating against complainants.

The complaint is therefore dismissed, and an order will accordingly issue.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof:

Now, to wit, April 15th, 1919, it is ordered: That the complaint in this case be, and the same is hereby dismissed.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

821 No. 50.

The Public Service Commission of the Commonwealth Pennsylvania.

Complaint Docket, No. 2576.

C. W. DEAN

vs.

ABINGTON ELECTRIC COMPANY.

The Commission can make no order requiring an electric company to render service in a territory in which it has no charter right to engage in business.

Appearances:

George Morrow,
Representing the Complainant.

F. C. Hanyen,
Representing the Respondent.

Report of the Commission.

By the COMMISSION:

The complainant, C. W. Dean, resides in West Abington Township, Lackawanna County, where he owns two dwelling houses, a barn, a garage and a blacksmith shop which he has wired and equipped for electric lights and for other household conveniences. He has constructed a pole line about one and two-tenths miles in length to the service wires of respondent company and now complains that the respondent has refused to render him service over this line.

The respondent admits some of the allegations and denies others, and offers to render service but upon terms which the complainant says would be objectionable to him and therefore prohibitive. It appears from the evidence and from an inspection of the respondent's articles of incorporation that the latter is authorized to furnish electric service in South Abington Township (out of which the borough of Clark's Summit was erected), and in the boroughs of Dalton and Waverly, in Lackawanna County, and in the borough of Factoryville, in Wyoming County, but not in West Abington Township, where complainant resides.

It further appears that for a year and a half prior to the filing of this complaint, the complainant was negotiating with respondent for electric service under circumstances substantially as follows: The respondent manufactures no electricity, but procures the current which it distributes to its patrons from the Scranton and Bingham-

ton Railway Company. Near the borough of Factoryville, one branch of the railway company's power line extends to that borough and beyond, while the other branch passes through the complainant's farm and near the buildings for which service is desired, extending on to Lake Winola. On this latter line the railway company has not strung any service wires by which it could supply the respondent with current, and because of the high cost of materials, labor, etc., and later receivrship, it has declined and perhaps has been unable to do so, although it entered into some kind of an agreement by which it was to supply respondent with current along this line.

When it became evident that this method of reaching complainant was not immediately feasible, complainant and respondent carried on negotiations for some other means of providing service. Finally the complainant undertook the construction at his own expense, which amounted to a little more than $800.00, of a pole line properly insulated and wired to a point where the service wires supplying respondent on the poles of the railway company could be conveniently reached. This construction was made under a private contract with the respondent's superintendent of construction; the wires, pins, cross-arms and insulators were purchased by complainant of respondent under circumstances which justified the complainant in the conclusion that when his line was completed it would be satisfactory to respondent and enable him to receive the desired electric service. There was some conflict of testimony with respect to a contract or contracts which were prepared by an officer of the respondent company, one of which contracts was signed by both parties, but these do not appear to be very material to the issues involved, except as they disclose the respective attitudes of the parties hereto. When the complainant's line was completed, the respondent refused to render service except by transforming the current from 2,200 volts, as it is received from the railway company, to the required voltage at the junction point with complainant's line and there metering it, whereas the complainant demands that the
822 current be transformed and metered in proximity to his buildings. The essential differences was shown to be that if transformed one and two-tenths miles away, the line loss at such a low voltage would be so considerable that the current delivered to complainant's buildings would be inadequate to his needs either with respect to light or small power, whereas the line loss on 2,200 volts, over the same wires, transformed near the complainant's buildings, would be so inconsiderable as not to be appreciable. The respondent objected to transforming or metering off its own lines because it claims that it might thereby be subject to damages sustained by reason of faulty or badly maintained lines over which it had no control, but this was answered in part by complainant's offer at the time of hearing:

"The complainant agrees to maintain this line and to pay all the expenses of furnishing the current between the junction and Mr. Dean's house and to indemnify the company against any loss sustained to persons or property caused by this line; and the complain-

ant also agrees to allow the respondent to use this line for the purpose of furnishing other consumers along the line, or accessible thereto, without any other cost than to refund to him such an amount as the revenue warrants over and above what the company would be entitled to until such time as the line is paid for and made the property of the electric company."

Under all the circumstances in this case, the Commission would unhesitatingly make an order requiring respondent to render this service, transforming the current from 2,200 volts to the required voltage in the vicinity of complainant's buildings, were it not for the legal obstacles which stand in the way. The respondent has no charter obligation to render service in West Abington Township, and so far as the evidence discloses has never undertaken to exercise any rights to distribute electric current therein. There is, however, no legal obstacle except of its own making to its so doing.

The equities of the case, therefore, constrain the Commission to suggest for favorable consideration by respondent, that this service to complainant be undertaken with meter and transformer located on or near complainant's premises so that current at the required voltage may be delivered to his buildings. In the event of respondent's so doing, it should be indemnified against claims for damages. It is undisputed that the revenue assured to respondent from this service would be as much as it could exact from any patrons along its own service wires for similar demands.

The complaint, however, under the law controlling the case, must be dismissed. An order will be entered accordingly.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof;

Now, to wit, May 13, 1919, it is ordered: That the complaint in this case be, and the same is hereby dismissed.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:

[SEAL.] A. B. MILLAR,
Secretary.

823 No. 632.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2914.

R. W. PETERS and BESSIE W. PETERS

vs.

PENNSYLVANIA GAS COMPANY.

The respondent was ordered to extend its mains in order to afford the complainant with an adequate supply of natural gas. The Commission is not to be considered as committing itself to a policy of general extension. The necessity for extensions will be determined from the facts in each case.

Appearances:

William E. Hirt,
Representing the Complainant.

C. H. English,
Representing the Respondent.

Order.

This matter being before The Public Service Commissioner of the Commonwealth of Pennsylvania upon complaint alleging that the respondent, the Pennsylvania Gas Company, refused to extend its gas mains to properties of the complainants situate in the City of Erie, and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and it appearing to the Commission that the complainants had erected buildings after they had entered into an agreement with the Pennsylvania Gas Company to extend its mains so as to serve the properties of the complainants, and that said extension was delayed on account of war, wherefore the complaint in this case should be sustained on account of the unusual conditions presented, but in so doing the Commission is not to be considered as committing itself to a policy of general extension;

Now, to-wit, August 26, 1919, the respondent, the Pennsylvania Gas Company, is ordered to extend its main in Thirteenth Street, in the City of Erie, so as to furnish the complainant an adequate supply of natural gas.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

824 No. 6650.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2965.

H. N. FLEMING

vs.

HOME HEATING COMPANY.

The Commission ordered the Home Heating Company of Erie to extend its steam heating main so as to adequately supply the apartment house of the complainant situate at the corner of Eighth and Sassafras Streets in said city.

Appearances:

Charles P. Hewes,
Representing the Complainant.

Charles S. English,
Representing the Respondent.

Report of the Commission.

AINEY, *Chairman:*

The complainant, who is the owner of apartment buildings containing eighty-two rooms and twenty apartments, located at the corner of Eighth and Sassafras Street in the City of Erie, seeks to compel the Home Heating Company to extend its steam heating mains some 437 feet so as to serve his property.

The respondent company has mains on Sixth and Ninth Streets, parallel to Eighth; and on Peach Street, which is parallel to and one block removed (660 feet) from Sassafras Street. On Sassasfras Street, and connecting with its Sixth Street main, the company has laid a six inch pipe in the direction of complainant's property. The numbered streets are about 330 feet apart, and complainant can be served by a line on Sassafras Street connecting with the Ninth Street line, or by one on the same street running in the opposite direction, connnecting with the six inch main leading into Sixth Street.

Sassafras Street is closely built up, is in the central part of the city and in the heart of respondent's steam heating system. The complainant is within comparatively easy service access of existing mains from three different sides or points.

Negotiations between the parties have been going on for some time, but without effective results, and hence the pending complaint was filed. The respondent offered testimony to show that the cost of laying the required main would be $4,900.00, and that the revenues from complainant's property would be about $1,200.00 per year, which would be supplemented by rates paid by other consumers along the proposed line. The complainant's estimate, based upon the rates imposed upon other and smaller apartments, was that his annual charge for heat consumed would be nearer $1,650.00 to which other consumer revenues would be added.

The company offered evidence to the effect that the taking on this additional service would overload its lines, and would require plant expenditures making up a total of $11,000.00, but this was disputed.

Under all the evidence in the case, we are of the opinion that respondent's obligation to render public service requires this extension to be made. It, of course, may do so by extending its mains from any convenient point if the service given is adequate. The laying of these mains should be accompanied by some assurance of continued patronage and consequent revenue, and the complainant should give, in writing to the respondent, a guaranty, or other appropriate undertaking, that the revenues from his own and other consumers, who may be attached to the proposed extension, will for a period of five years from the time service is installed be not less than $1,650.00 annually.

It appears that complainant made some offer to help the respondent finance this undertaking, and we are of the opinion that this too, should be carried out if respondent desires temporary assistance, upon the following terms: complainant to loan respondent $2,500.00 at six per cent interest, to be repaid by credit $500.00 per year in addition to annual interest, on complainant's bill.

825 An order to make the extension to the complainant's property, upon the acceptance by complainant of the conditions herein imposed, will be entered.

(Commissioner Rilling did not participate in the discussion or vote on this report.)

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof;

Now, to-wit; October 28, 1919, the respondent, the Home Heating Company, is ordered: To immediately extend its steam heating mains so as to furnish adequate service to the apartment house of the complainant, situate on the corner of Eighth and Sassafras Streets in the City of Erie, upon the acceptance by the complainant of the following conditions, to-wit:

(*a*) That the complainant give, in writing, to the respondent, a guaranty, or other appropriate undertaking, that the revenues from his own and other consumers, who may be attached to the proposed extension, will for a period of five years from the time service is installed be not less than $1,650.00 annually.

(*b*) That the complainant lend the respondent $2,500 at six per cent interest, to be repaid by crediting $500.00 per year, in addition to annual interest, on complainant's bill.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

826 No. 669.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2976.

W. PERCIVAL JOHNSON et al.

vs.

PHILADELPHIA SUBURBAN GAS & ELECTRIC COMPANY.

The Commission ordered respondent to extend its gas mains necessary to provide service to complainant.

Appearances:
E. Wallace Chadwick,
Representing the Complainants.

George S. Munson,
Representing the Respondents.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint of W. Percival Johnson and others, owners of properties fronting on Rolling Road in Springfield Township, Delaware County, requesting that the Commission order the respondent, the Philadelphia Suburban Gas & Electric Company to extend its gas main from its present existing main on Springfield Avenue in said township along and in the bed of Rolling Road, in a northerly direction for a distance of 2,189 feet, so as to furnish the complainants with an adequate supply of gas,

and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had;

Now, to-wit October 28th, 1919, the respondent, the Philadelphia Suburban Gas & Electric Company, is ordered: To extend immediately its gas main from its present existing main on Springfield Avenue in Springfield Township, Delaware County, in a northerly direction along and in the bed of Rolling Road, said township, to a point in said road opposite lot No. 57 thereon, a distance of 2,189 feet, and to furnish the complainants, the owners of properties fronting on Rolling Road, an adequate supply of gas.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

827 No. 673.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2974.

H. N. SMITH et al.

VS.

HOME ELECTRIC LIGHT AND STEAM HEATING COMPANY.

The Commission ordered respondent at its own cost to extend its lines and facilities necessary to provide service to complainant.

Appearances:
H. N. Smith,
Representing the Complainant.

C. L. S. Tingley,
Representing the Respondent.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania, upon complaint alleging refusal on the part of respondent to extend electric service to complainants in Tyrone, Blair County, Pennsylvania, and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had;

Now, to-wit, November 6, 1919, it is ordered: That the respondent, the Home Electric Light and Steam Heating Company, at its own cost, make the extension to its line and facilities necessary to provide the service applied for, within thirty days from the date of service of this order.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

828 No. 679.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 2956.

I. N. HICKMAN et al.

vs.

RANDALL GAS COMPANY.

Upon complaint alleging proposed discontinuance of natural gas service, respondent was ordered to furnish such service at just and reasonable rates.

Appearances:

Challem W. Wayckoff,
Representing the Complainant.

Terrence D. Stewart,
Representing the Respondent.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint alleging proposed discontinuance by respondent of natural gas service to the residents of Taylortown, Dunkard township, Greene county, Pennsylvania, and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had;

Now, to-wit, November 11, 1919, it is ordered: That the complaint in this case be, and the same is hereby sustained;

And it is further ordered: That respondent, the Randall Gas Company, furnish adequate natural gas service to complainants and

others in Taylortown, Dunkard township, Greene county, Pennsylvania, at just and reasonable rates.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY, *Chairman.*

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

829 No. 687.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, Nos. 2985 and 2987.

Application Docket, No. 2807-1919.

F. L. WILLIAMS et al.

vs.

UNION HEAT AND LIGHT COMPANY.

In re Application of UNION HEAT AND LIGHT COMPANY for Approval of Amendment to Charter (A. D. 2807-1919).

Complaints were made against the proposed discontinuance by respondent of natural gas service in certain districts covered by its charter, and, at the same time, application was made by the respondent to amend its charter so as to alter its territory of production and supply for consumption by abandoning all of its franchises and charter rights necessary for supplying said districts with natural gas.

The undisputed testimony showed that respondent company's gas supply was practically exhausted; that it had no available gas producing territory and was unable to produce by drilling its territory or by purchase from other companies, the gas necessary to adequately, efficiently and safely serve the territory proposed to be abandoned; and that the only reason for not surrendering all of its franchises and charter rights, by dissolution of the corporation, was because it had contracts with other gas companies.

Appearances:

Milford L. McBride,
J. H. Cochran,
Representing the Complainants.

J. D. Trax,
Representing the Respondents.

Report of the Commission and Orders.

REED, *Commissioner:*

The Union Heat and Light Company was incorporated in 1886, under the Natural Gas Act of May 29, 1885, P. L. 29, for the purpose of producing, dealing in, transporting, storing and supplying natural gas for heat and light; the gas to be mined for and produced in the township of Mercer, in the county of Butler and the vicinity thereof, and to be supplied to consumers in the towns of Grove City, in the county of Mercer, and Harrisville, in the county of Butler, and other boroughs, towns and places in the counties of Butler, Mercer and Venango.

In August 1919, the Company gave notice that it intended to discontinue service in certain districts which resulted in F. L. Williams, et al. filing complaints against such discontinuance; the company then gave notice to consumers that it intended to make application, pursuant to Section 5 of the Act under which it was incorporated, to alter its territory of production and supply for consumption by abandoning 1 of its franchises and charter rights except as to that part of the territory covered by its charter which included the boroughs of Grove City, Stoneboro and Sandy Lake, and it thereafter filed in the office of the Secretary of the Commonwealth a copy of the resolutions passed by its stockholders expressing its desire to make the proposed alteration, specifically designating the pipe lines and branches proposed to be abandoned, to become effective from and after September 25, 1919.

Included in this proposed abandoned territory are Harrisville, Butler County, Hallville, a suburb of Grove City, Mercer County, the village of Forrestville and a few consumers along its main supply line. The application for the alteration of territory was protested against by consumers in Harrisville and in Hallville. The complaints against the discontinuance of service, the application for the alteration of the territory of production and supply, and the protests against this application were heard together and will be severally considered and disposed of by this report and the order of the Commission.

The following facts are found from the undisputed testimony, viz: The Company has 35 wells tied to its gas line in the territory proposed to be abandoned; 27 of these wells, although drilled for gas are producing oil. A small quantity of gas is produced with the oil and this is turned into the gas line. The entire gas production in this territory is confined to what is referred to in the testimony as the "Keister Gas Field," where the company has 1.051 acres of land under lease. After extended drilling, explorations
830 and efforts to obtain additional gas to furnish an adequate and safe supply to the complainants and protestants, the company has been unable to amplify the supply beyond that obtained from the Keister Field. This entire production is supplied to the consumers within the territory which the company now asks leave to surrender and abandon, and it is wholly inadequate to meet the

needs of these consumers and is so far exhausted in quantity and pressure as to make its use unsafe and dangerous.

The company has two or three gas wells in the Stoneboro and Sandy Lake district, but the production is not sufficient to supply its consumers in these places, and the deficiency is made up by purchase from the Clarion Gas Company. There is no gas line connection between the Stoneboro and Sandy Lake district and what may be termed the "Keister District," which districts are separated by an intervening distance of about 12 miles. The company also has a contract with the United Natural Gas Company to sell it all the gas required to fully supply its consumers within the borough of Grove City. This contract, by its terms, expires in March 1924, and is subject to cancellation by the United Natural Gas Company whenever its supply of gas is required to meet the demands of its own customers. The gas supplied to consumers in Grove City is purchased from the United Natural Gas Company and the New Wilmington Gas Company. The latter company has a very limited supply of gas, and the quantity which the Union Heat and Light Company can obtain from it could not be advantageously used for any other purpose than that for which it is now used in supplementing the supply obtained from the United Natural Gas Company for consumption in Grove City. On application the United Natural Gas Company has refused to sell any additional gas to be used outside the limits of the borough of Grove City, and the evidence conclusively establishes that the Union Heat and Light Company is unable to obtain by drilling its chartered territory, or by purchase, the necessary gas to adequately and safely supply consumers within the territory proposed to be abandoned.

The present supply to these consumers is not only inadequate to meet the requirements, but has become so reduced in quantity and pressure as to make it unsafe for use for any purpose. The diminished flow and pressure will not admit of any regulation, and in order to furnish the gas to the consumers it is necessary to allow it to flow direct from the wells without any regulation whatsoever. Moreover, if there is any very general use made of the gas by consumers the quantity and pressure are so reduced that lights go out and no gas can be obtained for either heat or light. This creates an unsafe and dangerous condition, and is liable to result in asphyxiations or explosions causing loss of life and property, if some of the consumers on the line turn off the gas when their lights go out and others neglect to do so.

The only use that can be made of the present gas supply is for light and cooking, and the supply is not sufficient for these purposes. For cooking it has to be supplemented with some other combustible material. The cost to the company to furnish this insufficient and irregular supply of gas to these consumers greatly exceeds the revenue received from it. It is not the purpose of the company in surrendering its franchises and charter rights in this territory to make any other commercial use of the gas now produced therein, and the only reason for not surrendering all its franchises and charter rights, by a dissolution of the corporation, is because it has

contracts with other gas companies whereby it can continue for the present to supply its consumers in the boroughs of Grove City, Stoneboro and Sandy Lake with gas.

In view of the undisputed testimony that the company's gas supply is practically exhausted; that it has no available gas producing territory and is unable to produce by drilling its territory, or by purchase from other companies, the gas necessary to adequately, efficiently and safely serve the territory proposed to be abandoned, there appears to be no other alternative than to dismiss the complaints against the discontinuance of service and to grant approval of its application to alter its territory of production and supply as prayed for, and it will be accordingly so ordered.

Order.

These matters being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof;

831 Now, to-wit, November 25, 1919, it is ordered: That the complaints in these cases be, and the same are hereby dismissed.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] A. B. MILLAR,
Secretary.

832 Application Docket, No. 2807-1919.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon petition and protest on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof;

Now, to-wit, November 25, 1919, it is ordered: That a certificate of public convenience be issued evidencing the Commission's approval of the amendment to the charter of the Union Heat and

Light Company, as set forth in resolutions of the Directors and Officers of said corporation, adopted August 21, 1919, upon filing in the office of the Secretary of the Commonwealth of Pennsylvania proper certificate as provided by Section 5 of the Act of Assembly of this Commonwealth, approved May 29, 1885, P. L. 30, said certificate to have attached thereto duly executed copy of the certificate of public convenience hereby directed to issue.

THE PUBLIC SERVICE COMMISSION OF THE COMMONWEALTH OF PENNSYLVANIA.
WM. D. B. AINEY, *Chairman.*

Attest:
[SEAL.] A. B. MILLAR, *Secretary.*

833 No. 724.

The Public Service Commission of the Commonwealth of Pennsylvania.

Application Docket, No. 2785-1919.

In re Application of GLEN MILLS ELECTRIC COMPANY for the Approval of the Incorporation of the said Company for the Purpose of Supplying Light, Heat, and Power by Means of Electricity to the Public in the Township of Thornbury, Delaware County, Pennsylvania.

The Commission refused to approve the incorporation of an electric company where such approval would result in competition.

Competition in public service with its attendant evil of duplication of plant investment, the burden of which ultimately falls upon the rate payers, is to be avoided.

Certificates of Public Convenience are not granted in order that legal rights may be acquired by corporate interests and then held for the purpose of exploitation or development at a later period. Certificates are granted only if and when public convenience or necessity is shown to demand their issuance. When issued, it follows, as a matter of good faith and legal obligations, that immediate efforts should be put forth for the public requirements.

Appearances:

Joseph B. Townsend, Jr.,
C. H. Scott, Jr.,
A. M. Holding,
Representing the Applicant.

Ralph J. Baker,
Arthur B. Huey,
Representing the Protestant.

Report of the Commission.

By the COMMISSION:

This is an application for the issuance of a certificate of public convenience evidencing the Commission's approval of a charter and the beginning of the exercise of the rights thereunder, in territory for which another and protesting company has secured such rights.

The Thornbury Township Electric Company was incorporated in February, 1915, and obtained a certificate of public convenience to render electric service in Thornbury Township, Delaware County. This corporation and its rights were in due form of law by merger, with the approval of the Commission, incorporated into the Delaware County Electric Company in August, 1916.

With the exception of stringing a few short spans of wire, entirely disconnected from any electric circuits, the Delaware County Electric Company apparently made no serious attempt to exercise its acquired rights or to render to the public the service which under the charter of its constituent company, the Thornbury Township Electric Company, it was obligated to perform, until about the period the Glen Mills Electric Company presented the pending application for approval of its charter.

In other words, the Thornbury Township Electric Company or the Delaware County Electric Company have permitted a period of over four years to elapse without making any substantial efforts to function in public service in the territory in question. The testimony discloses that not until notice that a competing company was prepared to enter the field did the protestant company take on activity to comply with its public obligations. Such a situation, under anything like normal or usual circumstances, should not and could not be tolerated. It would be the plain duty of this Commission to grant public relief, either by giving another company the right to enter into the territory competitively, or by compelling the recreant company by appropriate order to extend its service.

Certificates of public convenience are not granted by this Commission in order that legal rights may be acquired by corporate interests and then held for the purpose of exploitation or development at a later period. Certificates are granted only if and when public convenience or necessity is shown to demand their issuance. When issued, it follows as a matter of good faith and legal obligation that immediate efforts should be put forth to care for the public requirements. If such obligations are not fulfilled, it follows that the Commission may, in a proper case, permit the territory to be served by a competing company.

In this case the Delaware County Electric Company, apart from general disavowal of neglect in the exercise of its rights, sets up the claim that it was prevented by war conditions and the demands upon its equipment for war work, from extending its service into Thornbury Township. There is sufficient in the testimony to lead the Commission, if not to absolve the protestant entirely, at least to give it

the benefit of the doubt and to afford it a further opportunity to exercise its rights, now that war priority demands no longer prevail.

In so concluding, we are placing emphasis upon the fact that
834 the non-competitive rule is one that ought not to be lightly set aside, because it is a rule of regulatory policy inuring to the benefit of the public and the utility. Competition in public service, with its attendant evils of duplication of plant investment, the burden of which ultimately falls upon the rate payers, is of course to be avoided.

In the circumstances the Commission is unable to find, upon a consideration of all the evidence that the approval of the pending application is necessary or proper for the service, accommodation, convenience or safety of the public, and it is therefore refused.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon application and protest on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made a part hereof;

Now, to-wit, February 3, 1920, it is ordered: That the prayer of the petition for a Certificate of Public Convenience be, and the same is hereby refused and the application dismissed.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
MILTON J. BRECHT,
Acting Chairman.

Attest:

[SEAL.] JNO. G. HOPWOOD,
Acting Secretary.

No. 778.

The Public Service Commission of the Commonwealth of Pennsylvania.

Complaint Docket, No. 3147.

AUSTIN BOROUGH COUNCIL

vs.

POTTER GAS COMPANY.

Natural Gas Companies—Service—Indequacy of Pressure and Supply.

Upon a complaint alleging insufficient supply of the natural gas furnished to complaining borough, due to the small size distribution pipes installed by respondent and the inadequate pressure caused thereby, the Commission found that owing to the general exhaustion of the gas fields the replacing of the entire pipe line of respondent would be unwarranted, but ordered certain specific replacements to be made.

Decided April 20, 1920.

S. C. Bayless and Dr. F. W. Orwan for Borough Council.
E. B. Reeser for Respondent.

Report of the Commission.

BRECHT, *Commissioner:*

This complaint alleges that the respondent's supply of natural gas to the public in the borough of Austin, Potter county, has been entirely inadequate for the purpose of heating and cooking in cold weather; that due to the proper service furnished, the public schools had to be dismissed on certain days in November and December last; and that in many of the homes the occupants have been unable to maintain a temperature of 60 degrees in extreme winter weather. As a result of the poor service it is further alleged that a situation exists in Austin that is detrimental to the health of its citizens. The insufficient supply of gas complainants contend is due to inadequate pressure resulting from the failure of the company to lay 6-inch distributing pipes as required under a borough ordinance, and the replacement of a 5⅝-inch supply pipe leading from the gas fields by a 3-inch line.

In its answer respondent admitted that its supply of gas in Austin has not been adequate to meet all demands of the service during certain hours of certain days in the month of December, 1919, but attributed such inadequacy in Austin and other places to a reduced field supply. It averred that it has not extended its distributing

lines into any additional communities since 1908, and that it has not entered into new contracts for service recently except such as it was required to make in compliance with its duties as a public service company. It maintains that the Austin situation is due to a diminution in the supply of natural gas in the fields, and not to any neglect or negligence in the rendition of respondent's service.

The borough of Austin has a population of approximately 1,450, and 348 service connections with the plant of respondent. It is located about 12 miles from the natural gas fields in the vicinity of Roulette, and is supplied with current through a 3-inch pipe from a compressor station at the latter point. The line into Austin is a branch of a main artery leading into respondent's primary trunk line which extends from the borough of Shingle House to Elmira, New York. The latter with its chain of feeders and laterals to Pennsylvania and New York towns constitutes the plant system of the Potter Gas Company. In the borough of Austin the supply is distributed from two regulators through a series of 5-inch, 3-inch and 2-inch pipes gridironed together into one system of delivery. The service pipes owned by the consumers are mostly 1-inch and nearly all house piping is ⅜ inch.

It appears that respondent began doing business in Austin in the latter part of 1899, obtaining its supply through a 3-inch pipe from gas fields in McKean county by way of Coudersport. According to the record the original company operating under a franchise in the borough of Austin was the Consumers Gas Company whose rights and privileges were ultimately absorbed by the respondent. Under an ordinance passed in June, 1901, that company was granted the right to enter upon the streets of Austin for the purpose of supplying natural gas to the public on condition that the company's mains

836 from the wells to the borough limits shall not be less than 4-inch pipes, and upon the principal streets of the borough not less than 6-inch pipes laid 12 inches underground.

In due course of time a 5⅝-inch supply main was installed from the gas fields which has since been practically all replaced by respondent with a 3-inch line and a compressor station at Roulette. There were no 6-inch pipes laid in the borough as called for in the ordinance.

From an inspection of respondent's pressure records at Austin it has been ascertained that during the past winter of 1919-1920, there were nineteen days at least when the pressure was insufficient to maintain a proper temperature in the homes or provide adequate heat for the purpose of cooking. In the winter of 1916-1917 the pressure as found recorded was sufficient to provide adequate service. In 1917-1918 slight trouble occurred in January but of short duration, while in 1918-1919 no periods of low pressure appear to have occurred. It was conceded on behalf of complainant that when the weather is not very cold the supply of gas seems to be sufficient to answer all essential needs.

The pressure gauge of the company upon which the records are made is located at its office in the center of the town and was found in a test check made upon it to be accurate in its registration. Dur-

ing the 19 days of low pressure at Austin indicated above, the records for Galeton a town similarly situated and supplied by respondent show a pressure as low as Austin and on some of the days even lower. But at Port Allegany and Coudersport both supplied through larger mains but located closer to the source of supply the pressure for the same intermittent period was sufficiently high to give satisfactory service.

The witnesses for complainant maintained that the shortage in the gas furnished at Austin is due chiefly to the small size pipes installed by respondent in its supply and distribution system for that community. Respondent admits an inadequate supply at certain stated times but ascribes it to the general depletion or exhaustion of the gas fields, contending that the pipes now laid are large enough to carry an adequate flow when there is a sufficient volume of gas obtainable from the wells. The insufficient supply of gas at Austin during periods of extremely cold weather when Coudersport with a 5⅝-inch feeding main experienced no trouble, would appear to indicate quite clearly that the 3-inch line supplying complainant is not large enough to carry the volume of gas required a distance of approximately 12 miles when a low temperature is prevailing. But the question of replacing the existing line by a larger one involving an outlay especially under present day prices of many thousands of dollars, would be difficult to justify in this instance in view of the comparatively few days of the year during which a larger main would be found necesary, more especially when considered from the angle of what is generally regarded as a depletion of the gas fields, and the consequent uncertainty as to the future of the natural gas situation.

It would appear from the evidence that in a situation like the one at Austin where the trouble experienced is limited at the utmost to a comparatively few days in the year, the patron through a proper cooperative spirit could accomplish much to reduce to a negligible quantity the occasional inconvenience which may arise. This could be brought about in large measure if the consumer were to provide himself with proper auxiliary heating appliances to be utilized during days of extreme winter weather.

It is incumbent upon all patrons in natural gas territory in these days of conservation and economy campaigns encouraged in more or less all communities affected because of a gradually diminishing supply of gas, to recognize the importance of carrying a certain share of the burden imposed under the changed and changing conditions controlling the supply and consumption of this natural commodity. The extravagant and wasteful habits bred as it were in the bone through long years of an unlimited supply of this gas must give way to an era of prudent and cooperative economy in its use and distribution.

In the present instance it was ascertained from a field inspection made by an engineer of the Commission that the fixtures of consumers are typical of those usually found in natural gas territories. The service lines are nearly all ⅜ inch and therefore too small to

serve their purpose adequately. The cook stoves and heaters are largely neglected, the air mixtures being incorrectly adjusted causing wasteful red flames to predominate. The range burner flames are generally too long and lick the base of cooking utensils instead of being so adjusted that the flame tips will just touch the vessel about being heated. In many of the converted ranges and heaters the draft from the chimney sweeps the flame away from the object to be heated.

In view of the tense situation now obtaining throughout natural gas territory by the apparent shrinkage in the volume of gas obtainable, it would appear to the Commission under the combination of circumstances here present, which it is safe to assume are duplicated in other communities served by the same company, that the respondent in the interest of protecting its own property and promoting the efficiency of its public service, should inaugurate and encourage a campaign of education in the way of suggestions and helpful advice which would look towards the use of more economic heating and cooking appliances by the consumer, and the installation of service lines and house piping better suited for their purposes. This could be done in various ways and at such opportune times as the
837 season may require either through one of its engineers or its local superintendent under some system of inspection and regulation at a modicum of additional expense.

Under all the circumstances as they appear in the record and evidence, supplemented by supporting data discovered from a survey of the local situation by its expert, the Commission finds that as a partial remedy to increase and equalize the pressure at points of consumption, certain 2-inch pipes and one section of 3-inch pipe used as connecting links in respondent's distribution system at Austin should be replaced by larger pipe. An order will issue directing the Potter Gas Company, respondent, to replace in its distribution system in the borough of Austin:

(*a*) The 2-inch lines from the 3-inch supply line to its 3-inch regulators with 3-inch lines.

(*b*) The 3-inch section of the low pressure line on Main Street with a section of 5-inch line.

(*c*) The 2-inch low pressure line on Elliott Street with a 3-inch line.

(*d*) The 2-inch low pressure line at the Swedish Lutheran Church with a 3-inch line.

With respect to the prayer for relief in other features the complaint is dismissed with the suggestion that respondent put into active effect some plan of education or supervision that will show the consumer the advantages that would accrue from the installation of a better system of pipage on his premises and from having a more modern adjustment made in his equipment for heating and cooking. It is believed where the patron is approached upon this matter in the proper spirit and shown how his gas troubles may be materially re-

duced, he will be found in a receptive state of mind and make some effort to co-operate. The Commission is fully persuaded that a reciprocal attitude of this kind must ultimately be established between the utility and the user before a workable solution will be found of the problem now rapidly developing in the natural gas situation throughout the country.

Order.

This matter being before The Public Service Commission of the Commonwealth of Pennsylvania upon complaint and answer on file, and having been duly heard and submitted by the parties and full investigation of the matters and things involved having been had, and the Commission having on the date hereof made and filed of record a report containing its findings of fact and conclusions thereon, which said report is hereby approved and made part hereof;

Now to wit, April 20, 1920, it is ordered: That the Potter Gas Company, respondent, on or before October 1, 1920, make the following pipe line replacements in its distribution system in the Borough of Austin:

(*a*) The 2-inch lines from the 3-inch supply line to its 3-inch regulators with 3-inch lines.

(*b*) The 3-inch section of the low pressure line on Main Street with a Section of 5-inch line.

(*c*) The 2-inch low pressure line on Elliott Street with a 3-inch line.

(*d*) The 2-inch low pressure line at the Swedish Lutheran Church with a 3-inch line.

It is further ordered: That the complaint in so far as it relates to all other matters be, and the same is hereby dismissed.

THE PUBLIC SERVICE COMMISSION
OF THE COMMONWEALTH OF
PENNSYLVANIA.
WM. D. B. AINEY,
Chairman.

Attest:
[SEAL.] JNO. G. HOPWOOD,
Acting Secretary.

Office Supreme Court, U.
FILED
MAY 19 1919
JAMES D. MAHER,
CLERK

IN THE

Supreme Court of the United States

SITTING IN EQUITY.

[redacted]15

No. 38 Orig'l, TERM, 1919.

Between

THE COMMONWEALTH OF PENNSYLVANIA,
Complainant,

and

THE STATE OF WEST VIRGINIA,
Defendant.

BILL OF COMPLAINT

WILLIAM I. SCHAFFER,
A. LEO. WEIL,
of Counsel.

WILLIAM I. SCHAFFER,
Attorney General of
Commonwealth of Pennsylvania.

James McMillin Printing Company, Penn Ave. and Barbeau St., Pittsburgh, Pa.

IN THE

Supreme Court of the United States

SITTING IN EQUITY.

No. TERM, 1919.

Between

THE COMMONWEALTH OF PENNSYLVANIA,
Complainant,

and

THE STATE OF WEST VIRGINIA,
Defendant.

BILL OF COMPLAINT

To the Honorable the Chief Justice and the Associate Justices of the Supreme Court of the United States:

Your orator, the Commonwealth of Pennsylvania, and one of the States of the United States of America, by its Attorney General, William I. Schaffer, brings this Bill of Complaint against the State of West Virginia, another of the States of the United States of America, and thereupon your orator complains and says:

I.

Your orator, the complainant, is the Commonwealth of Pennsylvania, one of the States of the Union of the United States of America.

II.

The defendant is the State of West Virginia, another of the States of the Union of the United States of America.

III.

Your orator, as the party complainant, has brought this Bill of Complaint for the protection of the rights and interests of your orator, in its own behalf and as representative of the citizens of the Commonwealth of Pennsylvania. With leave of this Court this Bill has been filed in the Supreme Court of the United States, under the original jurisdiction vested in said Court by the Constitution and laws of the United States. Said complainant was authorized to institute this proceeding by a Joint Resolution passed by the Senate and House of Representatives of said Commonwealth, and approved by His Excellency the Governor of said Commonwealth on the 18th day of April, 1919, entitled: "A Joint Resolution authorizing action by the authorities of this Commonwealth to prevent discrimination against the citizens of this Commonwealth in the use of natural gas which would result from the law recently enacted by the State of West Virginia." A true and correct copy of said Joint Resolution is hereto attached, marked Exhibit "A," and is hereby referred to and made a part of this Bill of Complaint.

IV.

The purpose of this suit is to have declared unconstitutional, and meanwhile to enjoin the enforcement of, a statute passed by the State of West Virginia, the operation whereof will discriminate against your orator and the citizens of Pennsylvania in the transportation of natural gas from West Virginia into Pennsylvania, will endanger the lives and affect

the health, comfort and convenience of the wards and dependents of your orator, and of over two million citizens of said Commonwealth, and will cause your orator and said citizens of said Commonwealth great pecuniary loss.

V.

Natural gas may become a commodity in, and its transportation the subject of, interstate commerce. Natural gas is a mineral. Its presence must be determined by exploration. It has been discovered in only a few localities in the United States. It is found at varying depths in the underlying strata of the earth, within limited areas, like coal and iron ore, but, its presence is more difficult of ascertainment, the quantity thereof, when located, impossible of computation, and its duration or continuance in any locality problematical. Its presence in a given area can only be ascertained by drilling wells into the gas-bearing sands. In different fields these sands are found from a few hundred feet to several thousand feet below the surface of the earth. Natural gas is forced to the surface through these wells, by the pressure under which it is compressed in the sands, this pressure varying in different localities, and in different wells in the same locality. This pressure is affected by exhaustion of the gas in the sand, by other openings into the sand, by the drilling of additional wells, by water or oil seeping into the sand, and by other causes, some of which are known to the trade and some unknown. Experience has taught that where gas has been found, those who discover the same, to avoid its diminution in pressure and quantity, and consequent loss thereof, from causes known and unknown, must find an early market. When the gas rises to the surface and is reduced to possession, it must be transmitted to the points of consumption, because it is impractical to store the same in quantities commercially available. Any laws which unnecessarily or improperly prohibit or restrict its transmission, sometimes called its transportation, will entail loss upon its owner. Natural gas when reduced to posses-

sion, may become an article of interstate commecre. When gas reaches the surface through the well, and it is proposed to market the same, it is transmitted through pipes, called gathering lines, into main lines or transportation systems of pipe lines, through which the gas is conducted to the points of consumption. As the pressure in the wells diminishes, and to overcome friction, compressor stations become necessary, and are installed at intervals upon the lines so as to increase the pressure and thus enable the gas to pass to greater distances. The number of compressing stations and their location depend upon the distance the gas is to be transported. The gas thus transported is delivered through distributing pipes to consumers in villages, boroughs, cities, industrial plants, &c., and is metered at the point of delivery to each of said consumers. Consumers are divided into three general classes, domestic consumers, industrial consumers, and institutional or municipal consumers. The gas is used by the consumers for fuel purposes, and frequently for lighting. The distance to which the gas is transmitted through these main transportation lines is sometimes several hundred miles. The transportation thereof from one State into another is interstate commerce.

VI.

While prior to 1880 natural gas was found and produced as incidental to the production of petroleum, it was about 1880 that the first experiments were made of supplying natural gas to the residents of cities and boroughs for fuel and light. Since that time the use of gas has grown to enormous proportions. There are at present large sections of Pennsylvania wholly dependent upon natural gas for fuel and light. Dwelling houses and industrial plants have been constructed, in these sections of Pennsylvania, adapted to appliances for burning natural gas as fuel. These appliances can not be used for other fuel, nor can other appliances be installed, without the reconstruction of said houses and plants.

VII.

Upon the discovery of natural gas in the State of West Virginia, citizens of the Commonwealth of Pennsylvania, both individuals and corporations, invested in said State of West Virginia hundreds of millions of dollars in acquiring land, drilling wells, laying pipe lines, paying rentals and royalties, installing pumping and compressor stations, and other necessary incidents to the natural gas industry. These investments and developments were made for the purpose of procuring natural gas in West Virginia, and either transporting said gas into Pennsylvania, to supply consumers in said Commonwealth, or disposing of said gas to others who were engaged in such transportation. To restrict such transportation wil largely destroy the market for their gas, of those who made such investments and succeded in procuring a natural gas supply. Such restrictions will greatly reduce the market value of the property of such investors. At the present time the cities and towns in Pennsylvania given below are being supplied with natural gas, all or part of which is transported from West Virginia, or are dependent upon the West Virginia supply.

The population given after the municipalities listed below is taken from the census of 1910. The population is given of only those municipalities where the same exceeded one thousand. Some of the boroughs have been organized since the taking of the census in 1910, and the population could not be ascertained. There have been large additions to the population since 1910. It is estimated that the metropolitan district of Pittsburgh alone has a present population of over a million and a half.

MUNICIPALITY	POPULATION	MUNICIPALITY	POPULATION
Pittsburgh	533,905	Rochester	5,903
Johnstown	55,482	Etna	5,830
Altoona	52,127	Mt. Pleasant	5,812
McKeesport	42,695	Knoxville	5,651
New Castle	36,280	St. Clair Boro	5,640
Braddock	19,357	East Pittsburgh	5,615
Wilkinsburg	18,924	Scottdale	5,456
Washington	18,778	Juniata	5,285
Homestead	18,713	Coraopolis	5,252
Duquesne	15,727	Ambridge	5,205
Oil City	15,657	Munhall	5,185
Sharon	15,270	Turtle Creek	4,995
McKees Rocks	14,702	Pitcairn	4,975
Bradford	14,544	Ford City	4,850
Uniontown	13,344	Crafton	4,583
Greensburg	13,012	Sewickley	4,479
Connellsville	12,845	Cecil	4,395
Meadville	12,789	Avalon	4,317
DuBois	12,623	Mt. Oliver	4,241
Beaver Falls	12,191	Belle Vernon	4,145
North Braddock	11,824	Ellwood City	3,902
Monessen	11,775	Canonsburg	3,891
Farrell	10,190	Vandergrift	3,876
Carnegie	10,009	Sharpsville	3,634
Franklin	9,767	Waynesburg	3,545
Latrobe	8,777	Beaver	3,456
Titusville	8,533	Oakmont	3,436
New Brighton	8,327	Monaca	3,376
Donora	8,174	Clairton	3,326
Sharpsburg	8,153	Brackenridge	3,134
Millvale	7,861	Freedom	3,060
New Kensington	7,707	West Homestead	3,009
Monongahela	7,598	Brookville	3,003
Tarentum	7,414	Verona	2,849
Swissvale	7,381	Portage	2,954
Bellevue	6,323	Edgewood	2,596
Wilmerding	6,133	Derry	2,594
Carrick	6,117	Aspinwall	2,592

MUNICIPALITY	POPULATION	MUNICIPALTIY	POPULATION
Parnassus	2,578	West View	1,626
McDonald	2,543	Ligonier	1,575
Freeport	2,248	Whitaker	1,547
Mt. Lebanon	2,166	Emsworth	1,510
East McKeesport	2,118	Conway	1,483
Ellsworth	2,084	Cresson	1,470
Ingram	2,037	Versailles	1,437
Fayette City	2,005	Youngsville	1,406
Springdale	1,999	Oakdale	1,353
Bridgeville	1,983	Tidioute	1,324
Port Vue	1,978	Burgettstown	1,268
Dunbar	1,970	Avonmore	1,262
Wall	1,962	Midland	1,244
Trafford	1,959	Edgeworth	1,229
Bentleyville	1,922	Vanderbilt	1,198
Leetsdale	1,904	Hazel Dell	1,168
Hays Borough	1,888	West Middlesex	1,175
Youngwood	1,881	Greentree	1,143
Heidelberg	1,848	Dormont	1,115
Ben Avon	1,828	Claysville	1,045
Arnold	1,818	Saltsburg	1,044
S. W. Greensburg	1,748	Manor	1,039
Allequippa	1,743		

Aiken Station
Allison Park
Ardmore
Banksville
Barking Station
Ben Avon Heights
Birdville
Blair
Boquet
Boston
Bower Hill
Boyce Station
Bruceton
Buena Vista
Carnot
Castle Shannon
Cheswick
Cliff Mines
Clinton Terrace
Coal Valley
Coraopolis Heights
Crafton Heights
Crafton Terrace
Creighton
East Bellevue
Ellisdale
Elrama
Enlow
Unity
Ewing Station
Ewingville
Fair Haven
Fair Oaks
Federal Station
Fite Station
Floreffe
Forest Grove
Glendale
Glassmere
Glenfield
Glen Osborne
Greenock
Greentree
Groveton
Haffey (Milltown)
Harmarville
Haysville
Hawkins
Hite
Hoboken
Homestead Park
Homeville
Hulton
Imperial
Industry
Large
Leasdale
Library
Lincoln Place
Lockton Station
Logans Ferry
Munroeville
Montrose
Neville Island
New England
New Texas
Noblestown
No. Bessemer
Oak Station
Option
Perrysville
Port Perry
Redmans Mills
Rennersdale
Rosevale
Rosslyn
Ross Station
Sandy Creek
Sewickley Heights
So. Clairton
Stoops Ferry
Sturgeon
Thornburg
Walton Station
West Elizabeth
West Red Raven
Westwood
Williamsburg
Willock
Woodville
Atwood
Blanket Hill
Clinton
Cochrans Mills
Elderton
Kelly Station
Mosgrove
Neale
Rockville
Sagamore
Shay
Spring Church
Stonehouse
Valley Station
Whitesburg
E. Rochester
Economy
Fallston
Glasgow
Georgetown
Harpers Corners
Koppel
Smiths Ferry
Vanport
W. Bridgewater
Woodlawn
Eau Claire

Loretto
Sankertown
Summit
Kingsville
Cochranton
Dawson
Hopwood
Masontown
McClellandtown
New Salem
Roncoe
Ashtree
Brave
Brocks
Clarksville
Deep Valley
Delphene
Dunns Station
Fordyce
Garrison
Gump
Harveys
Hero
Holbrook
Hoovers Run
Jefferson
Jollytown
Kirby
Ned
Nettle Hill
New Freeport
Oak Forest
Pine Bank
Rogersville
Sand Rock
Spraggs
Sycamore
Woodruff
Clarksburg
Burnstown
Enon Valley
So. New Castle
Wheatland
Fairhope
Amity
Avella
Beallsville
Buffalo
Bulger
Candoe
Coal Center
Eldersville
Eldora
Florence
Gastonville
Greenlee Station
Hickory
Khedive
Lawrence
Marianna
Midway
Pleasant View
Scenery Hill
Speers
West Middletown
Adamsburg
Alverton
Blairsville
Bolivar
Delmont
Export
Harrison City
Larimer
Livermore
Manor
Meadowbrook
Murraysville
New Florence
New Stanton
North Irwin
Ruffsdale
Salina
Tarrs
Webster
WestmorelandCity

All of the above named municipalities are situated in the following counties in Pennsylvania:

ALLEGHENY
ARMSTRONG
BEAVER
BLAIR
BUTLER
CAMBRIA
CLARION
CLEARFIELD
CRAWFORD
FAYETTE
GREENE
INDIANA
JEFFERSON
LAWRENCE
MERCER
McKEAN
SOMERSET
VENANGO
WARREN
WESTMORELAND

This list is not intended to be complete and exhaustive, but to demonstrate the extent of the territory in which all the centers of population use natural gas for fuel, and some of them also for light. In this list are not included those sections using natural gas but not now dependent for their supply upon gas from West Virginia.

VIII.

There is in Pennsylvania a population of over two millions using natural gas for fuel or light. In the aggregate much over one-half the gas supplied to this population is produced in West Virginia and transmitted therefrom by pipe lines to the points of consumption in Pennsylvania. Some of the largest natural gas companies, however, supplying many centers of population in Pennsylvania, obtain all of their gas for domestic consumers in West Virginia. Large numbers of industrial plants, and hundreds of thousands of domestic consumers, are wholly dependent for fuel upon the natural gas transported from West Virginia into Pennsylvania. There are available no other fields of natural gas, tributary to Pennsylvania, from which a supply of natural gas for these consumers could be obtained. All the known fields are now occupied and are in use, and are wholly inadequate.

IX.

In all of the cities, towns and localities in Pennsylvania, named in Paragraph VII of this Bill of Complaint, the representatives and agencies of your orator, the Commonwealth of Pennsylvania, obtain under contract from the natural gas companies doing business in such localities, their supplies of natural gas, for county and municipal buildings, public schools, hospitals, streets, and other purposes. Such gas is used for fuel and sometimes for lighting purposes. Like other consumers in said localities, your orator is dependent for its supply upon natural gas obtained by said companies in West Virginia and transported into Pennsylvania.

X.

Notwithstanding the fact that the transportation of gas through pipe lines from one State to another is interstate commerce, and the citizens of Pennsylvania and your orator have been and are now dependent upon said transportation of natural gas from West Virginia into Pennsylvania for their and its supply of natural gas, the Legislature of the State of West Virginia passed on February 12, 1919, and the Governor of West Virginia approved on February 17, 1919, "A Bill in relation to persons, firms and corporations engaged in furnishing, or required by law to furnish, natural gas for public use within this State, to provide remedies for the enforcement of this Act and penalties and punishment for violations thereof, and to extend the jurisdiction of the Public Service Commission and the courts of this State with respect thereto"; a true and correct copy whereof is attached hereto, marked Exhibit "B," and made a part of this Bill of Complaint. Under the Constitution and laws of the State of West Virginia this statute (which will be hereinafter in this Bill of Complaint referred to as "said statute") became a law upon its approval by the Governor, and will go into effect and operation three months from the date of its said approval. The officials of said State of West Virginia will be thereafter obligated and compelled to enforce its provisions against every person, firm and corporation in West Virginia, engaged in furnishing or required by law to furnish natural gas for public use within the state for the use of the public or any part of the public within the state, whether or not such person, firm or corporation is engaged in interstate commerce. The necessary operation of said law burdens interstate commerce with citizens of Pennsylvania, impairs the obligations of contracts with citizens of Pennsylvania, denies to the citizens of Pennsylvania all the privileges and immunities granted by said statute to the citizens of West Virginia, deprives citizens of Pennsylvania of their property without due process of law, and denies to citizens of Pennsylvania within the State of West Virginia the equal protection of the law.

XI.

The operation of said statute violates the rights of your orator, as stated in the above Paragraph, in the following manner, as well as in other respects:

(a) By necessary operation it prohibits the transportation of natural gas from West Virginia into Pennsylvania by persons, firms and corporations engaged in furnishing or required by law (whether statutory or common law) to furnish natural gas for public use within the State of West Virginia, or for the use of the public or any part of the public within said State until after all of the consumers in West Virginia, "domestic, industrial, or other," shall have been fully supplied. Substantially all, if not in fact every one, of the persons, firms or corporations now engaged in transporting natural gas from West Virginia into Pennsylvania, now are, and for some time have been, engaged in furnishing or required by law (whether statutory or common law) to furnish natural gas for public use within the State of West Virginia or for the use of the public or some part of the public within said State. Said statute by its terms is applicable to and was designed to apply to substantially all persons, firms and corporations now engaged in the transportation of gas from West Virginia into Pennsylvania and other States.

(b) It authorizes and empowers the appropriation, for the use of West Virginia consumers, of natural gas which has been already committed to interstate commerce, while in course of transportation through pipe lines from West Virginia to consumers in Pennsylvania.

(c) It authorizes this appropriation without the consent of the owner or transporter, without any agreement as to the amount thereof that will be taken, the terms and conditions under which the same will be taken, or the rates that will be paid therefor, and without regard to the contract of sale to consumers in Pennsylvania, to make delivery whereon said gas was en route.

(d) A further effect of the necessary operation of said statute is to prevent contracts being made for a supply of gas to be transported from West Virginia into Pennsylvania, because those engaged in transporting gas from West Virginia into Pennsylvania and also engaged in furnishing gas for use in West Virginia, will not know, nor be able to estimate, from time to time, what if any gas they will be permitted by said State of West Viginia so to transport and sell.

(e) The effect in general of said statute is to give to all consumers in the State of West Virginia, domestic, industrial, or other, a preferential or prior right over consumers in Pennsylvania, so that said West Virginia consumers can and will appropriate and use the natural gas while en route through pipe lines from West Virginia into Pennsylvania, and this without regard to or consideration for consumers in Pennsylvania, or their contracts of purchase, or the rights, duties and obligations of the transporter under contracts made for the sale and delivery thereof.

(f) If, as expressly provided by said statute, a reasonably adequate supply of gas must be given not only to domestic consumers, but also to industrial consumers and for other consumption in the State of West Virginia by those engaged not only in intrastate but also those engaged in interstate transportation, and also in furnishing gas for use in West Virginia, then the demand for gas by consumers in West Virginia would so increase as to absorb practically all the gas produced in West Virginia, and prohibit the transportation thereof into Pennsylvania, or at least deplete the supply to such an extent that but a small proportion of the gas now being transported from West Virginia into Pennsylvania will be available for such transportation.

(g) It is provided by the rules and the contracts of every natural gas company in Pennsylvania, that in case of shortage of gas the domestic consumer must be given preference, and the industrial consumer accordingly cut down or cut off, but said statute requires a reasonably adequate supply to all consumers in West Virginia, industrial and other as well as

domestic, before even the domestic consumer in Pennsylvania can obtain any gas from West Virginia, if such gas is needed to make up the deficit of any company supplying gas to consumers of any kind in West Virginia.

(h) For several years last past, on account of the general decline of gas production and the increase in domestic consumption, the natural gas companies have been unable to meet the demand of both industrial and domestic consumers, and even of domestic consumers alone, during the periods of lowest temperature. Many of the gas companies have withdrawn altogether their industrial classification and do not hold themselves out as willing to supply industrial consumers. It has been the general policy of substantially all of the gas companies to discourage the use of natural gas for industrial purposes. Natural gas is peculiarly the fuel best adapted for domestic uses, more economical, convenient and promotive of health than any other, while its use in industry is wasteful. Notwithstanding the experience of past years, the custom and usages of the trade, and the advantages of natural gas as a domestic fuel, at a time when the supply of gas is still further fast declining, said statute of West Virginia provides that all industrial consumers and other consumption in West Virginia, as well as domestic consumers in West Virginia, shall be fully supplied before even domestic consumers in Pennsylvania and other States can get any gas from West Virginia. from companies having consumers in both states.

(i) There are large industrial plants in West Virginia that at one time used natural gas for fuel. Many others, if they could get an adequate supply, would use gas for fuel. They have now adopted appliances for other fuel because of the shortage in the gas supply, and the uncertainties incident to the preference given to domestic users. By the enforcement now of said statute of West Virginia, said industries would resume or begin the use of gas for fuel, and the gas companies would be compelled to supply all such industries. To do so would appropriate so large a proportion of the natural gas now obtained or that could be obtained from West Virginia as to make it impractical, if not at times impossible, to transport any gas whatever out of said State.

XII.

The effect of the enforcement of the provisions of said statute will be as follows:

(a) As to domestic consumers in the State of Pennsylvania, who are dependent upon gas transported from West Virginia into Pennsylvania to be used for fuel and light, it will endanger the lives and affect the health, comfort and convenience of over two million inhabitants of said State of Pennsylvania, and in the winter subject them to almost inconceivable hardships. They will thereby be deprived of fuel with which to heat their homes and cook their meals.

(b) As to industrial consumers in Pennsylvania, they will suffer enormous losses, and be placed at a disadvantage with competitors in West Virginia. West Virginia industries, through the provisions of said statute, will have the unrestricted use of natural gas, while at the same time, by the same law, the industries in Pennsylvania will be greatly restricted in, if not entirely cut off from, the use of natural gas. It will require months to install appliances suitable for other fuel, and in many operations other fuel cannot be used so effectively or so as to produce products of equal market value.

(c) In addition to the effect upon the lives, health, comfort and convenience of domestic consumers, those domestic consumers who can change the heating appliances of their residences so as to avail themselves of other fuel—and in many cases this will be impractical without the reconstruction of such residences — will be subjected to enormous expenditures, aggregating many millions of dollars, and would be further subjected to an annual additional expense of several million dollars in the burning of such other fuel.

(d) In operating natural gas companies and supplying domestic consumers, experience has demonstrated that the variation in demand between the warmer and colder days, called by the trade "peak load" frequently exceeds 1,000 per cent. It will be during periods of cold weather, when

even under present conditions, those engaged in the natural gas industry have great difficulty in supply these peak loads, and when such domestic consumers require the gas most urgently for the protection of their lives, health, comfort and convenience that, under the changed conditions brought about by the enforcement of said statute, the demands of the consumers in West Virginia will so deplete the supply of gas available for transportation into Pennsylvania that the domestic consumers of Pennsylvania will be deprived of practically all natural gas supply.

XIII.

Your orator, through its various agencies in counties and municipalities, obtains from the gas companies in the various districts large quantities of natural gas for public buildings, hospitals, street lighting, and other demands, and your orator will be deprived of a supply of said gas by the enforcement of said statute. Such curtailment or entire cessation of supply of natural gas for fuel in its hospitals, houses of detention, and public buildings, will endanger the lives and affect the health, the comfort, and the convenience, of its wards and dependents, and compel complainant, at an enormous expense, to make provision for the use of other fuel, as well as provision for other methods of lighting the streets and highways.

XIV.

Contracts have been made, and are now in force, many thereof being for terms of years, by which those corporations which are engaged in transporting natural gas by pipe lines from West Virginia into Pennsylvania, have agreed to supply distributing corporations in Pennsylvania, as well as domestic consumers and industrial plants in said Commonwealth, with natural gas for fuel or light, or both, and the enforcement of said statute will impair the obligations of such contracts by compelling said corporations to divert the gas which they have thus sold, while en route to said consumers in Penn-

sylvania, and deliver the same to consumers in West Virginia. Your orator, as a consumer, has contracts of this character with natural gas companies engaged in transporting gas from West Virginia to Pennsylvania.

XV.

The provision of said statute, imposing fines and penalties so enormous, and imprisonment so severe, for any violation of the terms thereof, and making each day during which said violation is continued a separate and distinct offense, imposes conditions upon the right to appeal for judicial relief which work an abandonment of the right.

XVI.

Whether or not those affected directly in their pecuniary interests, who are engaged in transporting natural gas by pipe lines from West Virginia into Pennsylvania, will brave the fines, penalties and imprisonment provided by said statute in order to secure an adjudication by the courts of the constitutionality of said statute, your orator, for the protection of its own property rights and pecuniary interests, and as representing over two millions of the citizens of this Commonwealth, whose lives, health, comfort and convenience are directly affected by this statute, and as the *parens patriae*, trustee, guardian and representative of said citizens, has made this complaint and instituted this proceeding. It has been moved thereto by the further consideration that these citizens of the Commonwealth of Pennsylvania are without direct remedy except by this action of your orator.

XVII.

Notwithstanding the grievous wrong which will be inflicted upon the citizens of Pennsylvania by the State of West Virginia through the enforcement of said statute, the Commonwealth of Pennsylvania cannot make reprisal by embargo,

enter upon diplomatic relations, nor make treaties, but must resort to the judicial power of this Court, provided by the Constitution of the United States for legally adjusting controversies between the sovereign States of this Union, and has therefore filed this Bill of Complaint.

Forasmuch as your orator is remediless in the premises, at and by the strict rules of the common law, and is relievable only in a court of equity, where matters of this nature are properly cognizable and relievable; your orator prays:

1st. That this Court, the premises considered, shall by its final judgment, order, adjudge and decree that said statute of the State of West Virginia, passed by its Legislature on February 12th, 1919, and approved by its Governor on February 17th, 1919, is invalid and inoperative as to those persons, firms and corporations engaged in transporting gas by pipe lines from West Virginia into Pennsylvania.

2nd. That this Court, by its final judgment, will order and decree that said statute is in violation of the Constitution of the United States and is void and of no effect.

3rd. That the defendant, the State of West Virginia, and all and several the persons in power under its authority, be restrained and perpetually enjoined by order of this Court from enforcing or attempting to enforce said statute.

4th. That until final hearing shall have been had herein and the final decree of this Court shall have been entered, said defendant, the State of West Virginia, and all and several the persons in power under its authority, be restrained and enjoined from enforcing or attempting to enforce said statute.

5th. That such other and further relief, whether herein specifically prayed for or not, be granted, as right and justice shall require, and to this Court seem meet, necessary, just and proper.

6th. That a subpoena of the United States of America be issued out of and under the seal of this Court, directed to the State of West Virginia, to be served upon its Governor and Attorney General, commanding said defendant on a certain day to be therein named, and under a certain penalty, to be and appear before this Honorable Court, and then and there to answer, but not under oath,—answer under oath being hereby waived,—all and singular the premises, and to stand to perform and obey such order, direction and decree as may be made against said defendant in the premises.

THE COMMONWEALTH OF PENNSYLVANIA,

By WILLIAM I. SCHAFFER,

Its Attorney General.

WILLIAM I. SCHAFFER,

A. LEO. WEIL,

Of Counsel.

COMMONWEALTH OF PENNSYLVANIA, } ss:
COUNTY OF DAUPHIN. }

Before me, a duly constituted authority of the Commonwealth of Pennsylvania, appeared....., who, having been duly sworn, according to law, deposes and says that he is.....
.....
.....;
and that the facts as stated and the averments made in the foregoing Bill of Complaint are true and correct.

.....

Sworn and subscribed to before me, this.....day of May, 1919.

.....

EXHIBIT A.

A JOINT RESOLUTION

Authorizing action by the authorities of this Commonwealth to prevent discrimination against the citizens of this Commonwealth in the use of natural gas which would result from the law recently enacted by the State of West Virginia.

Whereas There are millions of domestic and hundreds of industrial consumers of natural gas citizens of this Commonwealth who have expended enormous sums of money to equip their houses and plants respectively with appliances adapted for burning this fuel and to restrict and diminish the supply to any considerable extent would affect the domestic consumers in their health their comfort their convenience and their welfare would subject them to enormous property losses in rendering useless their present appliances and necessitating the substitution of others in many cases requiring the reconstruction of dwellings while the industrial consumers if thus restricted and the supply of gas greatly diminished would not only suffer great loss but be placed at a disadvantage in competition with manufacturers in other States where by law an adequate supply was provided.

And Whereas Citizens of this Commonwealth have invested hundreds of millions of dollars in the exploration for and the development of natural gas wells and fields in the State of West Virginia and in the installation of transportation systems for the transmission of the gas thus found from West Virginia into Pennsylvania in order to obtain a supply for its citizens and to this end have made contracts and entered into obligations with cities and boroughs as well as with industrial plants and others and

Whereas The citizens of said cities and boroughs and the owners of said industrial plants and others are to a large extent dependent upon and have relied for their supply upon the gas transported from the State of West Virginia into the State of Pennsylvania the natural gas available from other sections being wholly inadequate a large proportion of said gas now consumed in Pennsylvania coming from West Virginia and

Whereas In order to restrain and restrict the transmission of this gas from West Virginia into Pennsylvania and to discriminate against the citizens of Pennsylvania and in favor of the citizens of West Virginia the State of West Virginia on the seventeenth day of February one thousand nine hundred and nineteen did enact a law the effect whereof is that the gas produced in said State should be first applied to the full satisfaction of all the domestic industrial and other demands of the citizens of that State before any thereof could be transmitted into Pennsylvania thus disregarding the rights of citizens of Pennsylvania and the obligations of their contracts and

Whereas By cumulative fines and penalties civil and criminal said law of West Virginia is designed to deter parties engaged in the production and transmission of natural gas in West Virginia into Pennsylvania from instituting legal proceedings to have tested and adjudicated the right of said State so to restrict and prevent the transmission of gas from West Virginia until after all of the demands of its citizens have been first adequately supplied and

Whereas The citizens of this State who will suffer in their health comfort convenience welfare and property by the enforcement of this law are without remedy or redress except through action by this Commonwealth and

Whereas The enforcement of said law of West Virginia would be in conflict with the Constitution of the United States which inhibits the placing of burdens and restraints upon interstate commerce and prevents laws impairing the obligation of contracts and

Whereas The framers of the Constitution of the United States by the provisions of said Constitution sought to prevent any State from husbanding and applying its natural resources solely for the benefit of its own citizens to the detriment and loss of the citizens of other States well knowing if this policy were pursued it would result in reprisals and all of the evils attendant thereon and vested in the Federal courts the power to prevent any State from entering upon any such course of conduct now therefore

Be it Resolved By the Senate of the Commonwealth of Pennsylvania with the concurrence of the House of Representatives that the Attorney General be and he is hereby authorized and directed to institute such legal proceedings and to do all other acts necessary to protect the rights and interests of the Commonwealth of Pennsylvania and of its citizens from any and all violation or infringement by the State of West Virginia or by any of its constituted authorities under or in pursuance of said law of West Virginia affecting or intended to affect consumers of natural gas in Pennsylvania.

E. E. BEIDLEMAN,
President of the Senate.

ROBERT S. SPANGLER,
Speaker of the House of Representatives.

Approved—The 18th day of April, A.D 1919.

WM. C. SPROUL.

EXHIBIT "B."

HOUSE BILL No. 59.

A BILL in relation to persons, firms and corporation engaged in furnishing, or required by law to furnish, natural gas for public use within this state, to provide remedies for the enforcement of this act and penalties and punishment for violations thereof, and to extend the jurisdiction of the public service commission and of the courts of this state with respect thereto.

Be it enacted by the Legislature of West Virginia:

Section 1. That every person engaged in furnishing, or required by law (whether statutory or common law) to furnish, natural gas for public use, or for the use of the public, or any part of the public, whether for domestic, industrial or other consumption, within this state, shall to the extent of his supply of said gas produced in this state (whether produced by such person or by any other person), furnish for public use within the territory of this state, and for the use of the public and every part of the public, within the territory of this state, in or from which such gas is produced, or through which said gas is transported, or which is served by such person, a supply of natural gas reasonably adequate for the purposes, whether domestic, industrial or otherwise, for which natural gas is consumed or desired to be consumed by the public, or any part of the public, within said territory in this state, and for which said consumer or consumers therein shall apply and be ready and willing to make payment at lawful rates.

Sec. 2. That in case any person engaged in furnishing, or required by law (whether statutory or common law) to furnish, natural gas for public use within this state, or for the use of the public or any part of the public within this state, shall have a production or supply of natural gas which is, or

probably will be, insufficient to furnish for such use, (for the purposes, whether domestic, industrial or otherwise, for which natural gas is consumed by the public or any part of the public), within the territory in this state served by such persons, then and in that event the public service commission shall have authority, and the same is hereby conferred upon it, upon the application of any such person or any of his consumers within this state, and after due hearing upon notice and proof to the satisfaction of the commission that public convenience and necessity so require, to order any other person engaged in furnishing, or required by law (whether statutory or common law) to furnish, natural gas for public use within this state, and producing or furnishing natural gas for public use in said territory or transporting the same through said territory, to furnish to such person having such insufficient production or supply, natural gas for the purpose of supplying such deficiency, at and during such times, upon and at such just and reasonable terms, conditions and rates, and in such amounts, as the commission shall prescribe. And whenever, after such hearing upon notice and proof, the commission shall determine that public convenience and necessity so require, the commission shall have authority to provide for and compel the establishment of a reasonable physical connection or connections between the lines, pipes or conduits of such person having such excess supply of gas and the lines, pipes or conduits of the person having such deficiency of supply, and to require the laying and construction of such reasonable extensions of lines, pipes or conduits as may be necessary for the establishment of such physical connection or connections, and to ascertain, determine and fix the just and reasonable terms and conditions of such connection or connections, including just and reasonable rules and regulations and provisions for the payment of the costs and expense of making the same or for the apportionment of such cost and expense as may appear just and reasonable. *Provided, however,* that no person shall, by virtue of this section, be ordered to furnish natural gas to any other person so engaged in furnishing, or required by law to furnish, natural gas for public use, except to the extent that the

person so ordered to furnish natural gas shall, at the time, have a production or supply of natural gas in excess of the quantity sufficient to furnish a reasonably adequate supply to his consumers within this state; nor shall any person, by virtue of this section, be ordered to furnish natural gas to any other person so engaged in furnishing or required by law to furnish, natural gas for public use in a territory within this state, if and when the said person having said excess shall, to the extent of such excess, be ready and willing to furnish, and within such time as the commission shall prescribe shall actually furnish, to the consumers within said territory a reasonably adequate supply of natural gas.

Sec. 3. That insofar as the same shall not be in conflict with this act, all of the authority, powers, jurisdiction and duties conferred and imposed on the public service commission by the act entitled, "An act to create a public service commission and to prescribe its powers and duties, and to prescribe penalties for the violations of the provisions of this act," passed February twenty-first, one thousand nine hundred and thirteen, as amended by the act entitled, "An act to amend and re-enact section one, two, three, four, five, nine, ten, fourteen, fifteen and twenty-two, of chapter nine of the acts of one thousand nine hundred and thirteen, creating a public service commission, prescribing its powers and duties, and penalties for violation of the provisions of said chapter, and to add thereto six sections to be known as sections twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, enlarging the powers and duties of said public service commission, prescribing additional penalties and giving to the commission power to punish for contempt," passed February tenth, one thousand nine hundred and fifteen, are hereby conferred and imposed on the public service commision in respect to the subject matter of this act, or any part thereof.

Sec. 4. That in case of violation of any provision of this act any person aggrieved or affected thereby may complain thereof to the public service commission in like manner, and

thereupon such procedure shall be had, as is provided in respect to other complaints to or before said commission, and all such proceedings and remedies may be taken or had for the enforcement or review of the order or orders of said commission, and for the punishment of the violation of such order or orders, as are provided by law in respect to other orders of said commission. In case of the violation of any provision of this act, the public service commission, or any person aggrieved or affected by such violation, in his own name, may apply to any court of competent jurisdiction by a bill for injunction, petition for writ of mandamus or other appropriate action, suit or proceeding, to compel obedience to and compliance with this act, or to prevent the violation of this act, or any provision thereof, pending the proceedings before said commission, and thereafter until final determination of any action, suit or proceeding for the enforcement or review of the final order of said commission; and such court shall have jurisdiction to grant the appropriate order, judgment or decree in the premises.

Sec. 5. That if any person, subject to the provisions of this act shall fail or refuse to comply with any requirement of the commission hereunder, such person shall be subject to a fine of not less than one hundred dollars nor more than five hundred dollars for each offense; and such person, or the officers of the corporation, where such person is a corporation, may be indicted for their failure to comply with any requirement of the commission under the provisions of this act, and upon conviction thereof, may be fined not to exceed five hundred dollars, and in the discretion of the court, confined in jail not to exceed thirty days. Every day during which any person, or any officer, agent or employee of such person, shall fail to observe and comply with any order or direction of the commission, or to perform any duty enjoined by this act, shall constitute a separate and distinct violation of such order or direction of this act, as the case may be.

Sec. 6. That any person claiming to be damaged by any violation of this act may bring suit in his own behalf for the recovery of the damage from the person or persons so

violating the same in any circuit court having jurisdiction. In any such action the court may compel the attendance of the person or persons against whom said action is brought, or any officer, director, agent or employee of such person or persons, as a witness, and also require the production of all books, papers and documents which may be useful as evidence, and in the trial thereof such witness may be compelled to testify, but any such witness shall not be prosecuted for any offense concerning which he is compelled hereunder to testify.

Sec. 7. That the word "person" within the meaning of this act shall be construed to mean, and to include, persons firms and corporations.

Sec. 8. That the sections, provisions and clauses of this act shall be deemed separable each from the other, and also in respect to the persons, firms, corporations and consumers mentioned therein or affected thereby, and if any separable part of this act be, or be held to be unconstitutional or for any reason invalid or unenforceable, the remaining parts thereof shall be and remain in full force and effect.

Sec. 9. That all acts and parts of acts in conflict with this act are hereby repealed.